



Planning and Zoning Commission January 5, 2017 Meeting

Agenda Preview

The following are the preliminary submittal materials for the January 5, 2017 Planning and Zoning Commission Agenda. Please note that these items are preliminary submittals and are subject to change. The Final Agenda for this meeting will be available [here](#) December 30, 2016

DRAFT



TENTATIVE AGENDA

**City of O'Fallon
PLANNING AND ZONING COMMISSION
O'Fallon Municipal Centre
100 North Main Street
O'Fallon Missouri 63366
January 5, 2017
Pre-Meeting (Council Chambers) 6:30 p.m.
Meeting (Council Chambers) 7:00 p.m.**

- A. Call to Order**
- B. Roll Call**
- C. Pledge of Allegiance**
- D. Approval of the Agenda**
- E. Approval of Meeting Minutes**
- F. Citizen Comments**
- G. Old Business**
- H. New Business**

1. **(02-17) Public Hearing, Request for Consideration and Motion for Recommendation to the City Council regarding the Rezoning and Area Plan for property along Dusty Brook Drive (Brookside Forest) - from R-1/Single Family Residential District to R-1/PUD Single Family Residential District Planned Unit Development - McBride Brookside Forest, LLC, applicant and contract purchaser - S.S. & D. Properties, LLC, property owner - The Sterling Company, engineer** - proposed use: single family residential subdivision (Ward 5)
2. **(29-16.01) Public Hearing, Request for Consideration and Motion for Recommendation to the City Council regarding the Final Plan for property on Highway P (Cobblestone Crossing) - Highway P Investments, LLC, property owner - McBride Hyland Green, LLC, applicant and contract purchaser - The Sterling Engineering & Surveying, engineer** - proposed use: single family residential subdivision
3. **(00-16.05.03) Public Hearing, Request for Consideration and Recommendation to the City Council Regarding the Rezoning of property located on Highway K and adjacent to Lot 2 of Keeven Highway K Subdivision - from unzoned to C-2/General Business District - Mark F. Keeven Revocable Trust, property owner, Lou Fusz Properties, LLC, applicant** - proposed use: motor vehicle sales
4. **(00-16.05) Public Comment, Request for Consideration and Motion for Recommendation to the City Council regarding a Conditional Use Permit for Lot 2 of Keeven Highway K Subdivision (Lou Fusz Jeep) - Lou Fusz Properties, LLC, applicant - Mark F. Keeven Revocable Trust, property owner** - proposed use: motor vehicle sales
5. **(00-16.05.01) Request for Consideration and Motion for Action on a Site Plan for Lot 2 of Keeven Highway K Subdivision (Lou Fusz Jeep) - Lou Fusz Properties, LLC, applicant - Mark Keeven Revocable Trust, property owner** - proposed use: motor vehicle sales
6. **(9831.54.05) Public Comment, Request for Consideration and Motion for Recommendation to the City Council regarding a Conditional Use Permit for 7768-7774 Winghaven Blvd. (Veterinary Specialty Services) - Phoenix Wing, LLC, property owner** - proposed use: veterinary services
7. **(21-11.02) Public Comment, Request for Consideration and Motion for Recommendation to the City Council regarding a Conditional Use Permit for 923 East Terra Lane - Sharing Shed, applicant - Summit Real Estate Enterprises, LLC, property owner** - proposed use: allow the expansion of a church in a I-1/Light Industrial District.
8. **(98-113.08) Request for Consideration and Motion for Action on a Site Plan for 44 Commerce Drive (True Manufacturing) - Summit Management Group, applicant - Three T's Partnership, LLC, property owner** - proposed use: warehouse/distribution facility

9. **(01-17) Request for Consideration and Motion for Action on a Site Plan for 3005 Highway K - The Roberts Group, applicant - Regions Bank, property owner** - proposed use: bank
10. **(01-13.02) Public Comment, Request for Consideration and Motion of Action on a Conditional Use Permit for 840 Bryan Road - Andy Meade/Jessica Hovanec (Hattricks Irish Sports Pub), applicant - Rithi, Inc., property owner** - proposed use: patio expansion, restaurant to sell and serve alcoholic beverages by the drink
11. **(26-14.05) Request for Consideration and Motion for Action on a Display House Plat for The Villages at Shady Creek – Payne Family Homes, LLC, applicant and property owner** - proposed use: display house plat for one (1) display home
12. **(03-17) Public Comment, Request for Consideration and Motion for Recommendation to the City Council regarding a Conditional Use Permit for 318 School Street - St. Charles Tower, applicant - City of O'Fallon, property owner** - proposed use: telecommunication monopole
13. **(03-17.01) Request for Consideration and Motion for Action on a Site Plan for 318 School Street - St. Charles Tower, applicant - City of O'Fallon, property owner** - proposed use: telecommunication monopole
14. **(32-16) Request for Consideration and Motion for Action on a Site Plan for a telecommunication pole within the public right-of-way at Phoenix Parkway and Applerock Drive - MO Network Utility Transport, LLC, applicant** - proposed use: allow a telecommunication pole within public right-of-way
15. **(04-17) Public Comment, Request for Consideration and Motion for Recommendation to the City Council regarding a Conditional Use Permit within the public right-of-way abutting Hoff Road and Liberty Industrial Drive - MO Network Utility Transport, LLC, applicant** - proposed use: allow a telecommunication pole within public right-of-way
16. **Planned Unit Development (PUD) Application Discussion**
- I. **Consent Calendar**
- J. **All other items as they may arise**
1. **Conditional Use Permit Update - 1525 Highway K**

2. **Update on Forst Manor**

K. **Adjourn**

Posted this ___ day of _____,



Tracy Coffman, Recording Secretary

Notice is hereby given that, subject to a motion duly made and adopted, the Planning and Zoning Commission of the City of O'Fallon, Missouri may also hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: 610.021(1) Legal Actions, Causes of Action, Litigation or Privileged Communications between the City's representatives and its attorneys. ***If you need special accommodations to attend a Planning and Zoning Commission meeting, please call the ADA Coordinator, Rick Brown at 636-379-5511 or email rbrown@ofallon.mo.us at least 48 hours notice prior to the meeting.***

City of O'Fallon Planning and Development Department

100 North Main Street
O'Fallon, Missouri 63366
www.ofallon.mo.us



For additional information send inquiries to:
E-mail: tcoffman@ofallon.mo.us or call (636) 379-5544

Area Plan Application - Planned Developments

OFFICE USE ONLY		
Date of Initial Submittal:	Case No.:	Application Fee \$300.00 Paid:

Subject Property Information (Please Type or Print all requested information):

Property Location (Including Address, if applicable): 45.96 acres located at Posty Brook D
 Proposed Use of Property: single family detached residential
 Current Zoning: R-1 Proposed Zoning (If Applicable): R1-PUD
 Type of Proposed Planned Development: Environmental Protection Redevelopment Special Exception

Contact Information:

Applicant:

Name: McBride Brookside Forest, LLC
 Contact Person: Katherine Moore
 Address: 116091 Sunnyside Ridge Rd, Ste 300
 City/State/Zip: Chesterfield, MO 63017
 Phone: 314-336-0282
 E-mail: kmoore@mcbridehomes.com

Property Owner:

Name: S.S.G.D. Properties, LLC
 Contact Person: Fred Drakesmith
 Address: 501 First Capital Dr., Ste. 4
 City/State/Zip: St. Charles, MO 63301
 Phone: 636-946-6800
 E-mail: fred@drakesmithlaw.com

Contract Purchaser (if applicable):

Name: Same as Applicant
 Contact Person: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____
 Email: _____

Engineer:

Name: The Sterling Co.
 Contact Person: Mike Falkner
 Address: 5055 New Baumgartner Rd.
 City/State/Zip: St. Louis MO 63129
 Phone: 314-487-0440
 Email: mfalkner@sterling-eng-srv-corp

Katherine Moore
 Applicant Signature

11/29/16
 Date

Fredrick W. Drakesmith
 Owner Signature for S.S.G.D. Properties, LLC
 by its Managing Member

12/2/16
 Date

City of O'Fallon Planning and Development Department

100 North Main Street
O'Fallon, Missouri 63366
www.ofallon.mo.us



For additional information send inquiries to:
E-mail: tcoffman@ofallon.mo.us or call (636) 379-5544

Zoning/Rezoning Application

OFFICE USE ONLY		
Date of Initial Submittal: _____	Case No.: _____	Application Fee \$100.00 Paid: _____

Subject Property Information (Please Type or Print all requested information):

Property Location (Including Address, if applicable): 45.916 acres located at Dusty Brod Dr
 Proposed Use of Property: single family detached residential
 Current Zoning: R-1 Proposed Zoning: R-1 PUD

Contact Information:

Applicant:

Property Owner:

Name: McBride Brookside Forest, LLC Name: S.S. & D. Properties, LLC
 Contact Person: Katherine Moore Contact Person: Fred Drakesmith
 Address: 116091 Sungray Ridge, Ste. 300 Address: 501 First Capital Dr., Ste. 4
 City/State/Zip: Chesterfield, MO 63017 City/State/Zip: St. Charles, MO 63301
 Phone: 314-336-0252 Phone: 636-946-6800
 E-mail: kmoore@mcbridehomes.com E-mail: fred@drakesmithlaw.com

Contract Purchaser (if applicable):

Engineer:

Name: same as applicant
 Contact Person: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____
 Email: _____

Name: The Sterling Co.
 Contact Person: Mike Falkner
 Address: 5055 New Baumgartner Rd.
 City/State/Zip: St Louis, MO 63129
 Phone: 314-487-0440
 Email: mefalkner@sterling-eng-scr.com

Katherine Moore
 Applicant Signature

11/29/16
 Date

Fred Drakesmith
 Owner Signature for S.S. & D. Properties, LLC
 by its Managing Member

12/2/16
 Date

McBRIDE BROOKSIDE FOREST, LLC

16091 Swingley Ridge Road, Suite 300
Chesterfield, Missouri 63017

Katherine R. Moore
Direct Dial: (314) 336-0282
Fax: (314) 537-2546

December 2, 2016

David Woods
Director of Planning and Development
City of O'Fallon
100 North Main Street
O'Fallon, MO 63366

Submitted via email to: tcoffman@ofallon.mo.us and dwoods@ofallon.mo.us

Re: Brookside Forest

Dear Mr. Woods:

McBride Brookside Forest, LLC ("McBride") is very excited to present its petition for approval for rezoning and area plan approval for the Brookside Forest subdivision. Enclosed please find the following:

1. Application for Rezoning;
2. Application for Area Plan Approval;
3. Narrative description of the Brookside Forest project;
4. Bayside Series product line elevations;
5. Area plan for the Brookside Forest subdivision; and
6. Legal description of the site, in word format.

We understand that the City will provide us with a bill for the necessary application fees, and we will remit payment immediately upon our receipt. Do not hesitate to contact me once you have a chance to review the enclosed materials and please advise if you would like hard-copies of the above-listed documents.

Thank you for your time and consideration.

Yours very truly,
McBRIDE HYLAND GREEN, LLC

By:



Katherine R. Moore
Real Estate Associate Counsel

Enclosures

Brookside Forest
16-09-274
Preliminary Description

A tract of land in U.S. Survey 54, Township 47 North, Range 2 East of Fifth Principal Meridian, St. Charles County, Missouri and being more particularly described as follows:

Beginning at the Southernmost corner of property conveyed to Charles C. Guthrie and Elizabeth C. Guthrie by deed recorded in Book 496, page 107 of the St. Charles County Records, said point being also the intersection of the Northwest line of property conveyed to Josephine Ann Dittmeier as Tract One by deed recorded in Book 648, page 1490 of said records with the Northeast line of property conveyed to Charles C. Guthrie, Jr. by deed recorded in Book 496, page 110 of said records; thence along the Southeast line of said property conveyed by Book 496, page 107, North 52 degrees 11 minutes 43 seconds East 1352.40 feet to a point in the Southwest line of property conveyed to the City of O'Fallon, Missouri by deed recorded in Book 924, page 117 of said records; thence along the said Southwest line of the City of O'Fallon property, the following courses and distances, South 69 degrees 01 minutes 18 seconds East 757.63 feet; thence South 31 degrees 36 minutes 26 seconds East 795.30 feet; thence South 36 degrees 36 minutes 56 seconds East 434.94 feet; thence South 79 degrees 36 minutes 26 seconds East 355.08 feet; thence South 61 degrees 36 minutes 26 seconds East 31.68 feet; thence South 67 degrees 06 minutes 26 seconds East 97.68 feet; thence South 63 degrees 21 minutes 26 seconds East 86.46 feet; and South 68 degrees 06 minutes 26 seconds East 137,82 feet to the North right-of-way line of Norfolk and Southern railroad formerly (Wabash Railroad) ; thence along said North right-of-way, the following courses and distances, North 74 degrees 09 minutes 53 seconds West 772.87 feet; along a curve to the left whose chord bears South 88 degrees 22 minutes 50 seconds West 1446.88 feet and whose radius point bears South 15 degrees 50 minutes 07 seconds West 2411.83 feet from the last mentioned point, an arc distance of 1463.50 feet; and South 70 degrees 55 minutes 32 seconds West 432.60 feet to a point in the aforesaid Northeast line the Charles C. Guthrie property as conveyed by Book 496, page 110 of said records; thence along said Northeast line, North 39 degrees 05 minutes 00 seconds West 833.94 feet to the POINT OF BEGINNING, according to a survey by Bax Engineering Company, Inc., during June, 2001.

Brookside Forest Narrative Statement

I. General Description of the Proposal:

The employee owners of McBride & Son Homes (“McBride”) are proud to have the opportunity to unveil their newest project to the City of O’Fallon. McBride has been building homes in Missouri for over 70 years and is the largest builder in the State of Missouri. McBride has developed many subdivisions in St. Charles County over the years, including many in O’Fallon.

McBride is proposing to develop 45.96 acres of property along Dusty Brook Drive, and is requesting R-1 Planned Unit Development (“R-1 PUD”) zoning to accommodate such development. The site is currently zoned “R-1”.

The Brookside Forest proposal consists of 90 detached single-family residential home sites and it meets or exceeds all of the PSD zoning requirements, as discussed below. McBride is seeking Area Plan approval as the first step of this rezoning application.

McBride intends to build its Bayside product line at this site, which is a single family detached home product. Each home will be provided with a fully-sodded lawn and many of the elevations include brick and stone elements. Each home will also have a two (2) car garage.

The single-family detached residential uses proposed for this project are extremely compatible with the surrounding single-family neighborhoods. This project also includes a significant amount of open space, which will be maintained by the subdivision homeowners’ association.

II. This Proposal Furthers The Intent Of The Zoning Code:

The Brookside Forest project meets the stated intent of PUD zoning because it requires flexible site design, includes efficient land use and layout, and also includes a substantial amount of open space and tree preservation.

III. Project’s Relation to the Comprehensive Plan:

The City’s Comprehensive Plan provides that:

“A commitment to the increased production of housing for all income levels will help the City continue to be a distinctive, diverse, and desirable place to live...”
See Page 15.

“In the broad scope, housing is closely tied to the City’s welfare. Thus, it is critical that housing issues be addressed as part of the O’Fallon Comprehensive Plan. The City’s primary housing objective should be to assure that all existing

and future residents can be served by a wide range of housing opportunities.” See Page 15.

Goal 4: Quality Housing - The City of O’Fallon should continue to promote opportunities for high- quality housing that meet the needs of all segments of the population.” See Page 60.

McBride’s proposal for Brookside Forest will satisfy the City’s above-stated goals and objectives by bringing new, modern housing to the area.

The future land use map contained in the City’s Comprehensive Plan classifies this property as being appropriate for low density residential use of 4 residential units per acre. The Brookside Crossing project proposes less than that, which is consistent with the City’s Comprehensive Plan.

IV. Justifications for the R-1 PUD Rezoning

Pursuant to the City Code, the purpose of PUD zoning is to permit developers greater flexibility when developing new residential projects. The need for flexibility is clear and this rezoning is necessary because the current R-1 zoning will not permit the unique proposed layout for Brookside Forest. Furthermore, flexibility in the site plan is key for this project due to site constraints such as topography.

This unique layout contains nearly 26 acres of common ground, most of which will function as an undisturbed preservation area. This accounts for 56.5% of the whole site. In addition, McBride planned Brookside Forest to preserve 50% of the existing trees, which far exceeds the City Code requirements and will preserve the natural beauty of the area.

The Area Plan for Brookside Forest deviates from R-1 zoning, in the following ways, which are expressly permitted by the City’s new PUD ordinance.

- Minimum lot size
 - R-1 zoning requires a minimum lot size of 10,000 square feet
 - The Area Plan proposes a minimum lot size of 6,786 square feet
- Minimum lot width
 - R-1 zoning requires a minimum lot width of 80 feet
 - The Area Plan proposes a minimum lot width of 52 feet
- Rear yard setback
 - a. R-1 zoning requires rear yard setbacks of 25 feet
 - b. The Area Plan proposes rear yard setbacks of 20 feet
- Lot coverage
 - R-1 zoning only permits 35% lot coverage
 - The Area Plan proposes 50% lot coverage

Key features of this proposal that comply with and/or exceed the requirements of PUD zoning are as follows:

- 45.96 total acreage
- Nearly 26 acres of common ground
- Aesthetic green space
- 50% tree preservation
- No home shall exceed 35 feet in height
- Complies with density permitted in the R-1 zoning district
- Complies with the density permitted by the Comprehensive Plan

The Brookside Forest project conforms to the City's Zoning Code with regard to R-1 PUD zoning, satisfies the vision of the Comprehensive Plan, and will meet the City's goals and objectives pertaining to bringing a variety of modern and affordable housing to O'Fallon. Therefore, McBride respectfully requests a positive recommendation and approval of the Brookside Forest rezoning application and Area Plan.

THE BAYSIDE SERIES
ASPEN

Ranch | 2 or 3 Bedrooms | 2 Full Baths



COLONIAL II



ENGLISH COLONIAL III



TRADITIONAL II



CRAFTSMAN

MCBRIDE
& SON **HOMES**

"A Company Owned by its Employees"

THE BAYSIDE SERIES

ASPEN II

Ranch | 3 Bedrooms | 2 Full Baths



COLONIAL II



ENGLISH COLONIAL III



TRADITIONAL II



CRAFTSMAN

MCBRIDE
& SON **HOMES**

"A Company Owned by its Employees"

THE BAYSIDE SERIES
MAPLE

Ranch | 2 or 3 Bedrooms | 2 Full Baths



COUNTRY COLONIAL



CRAFTSMAN



COLONIAL



PROVINCIAL



"A Company Owned by its Employees"

THE BAYSIDE SERIES

DOGWOOD

1.5 Story | 3 or 4 Bedrooms | 2 Full Baths | 1 Half Bath



COLONIAL I



COUNTRY COLONIAL I



COUNTRY COLONIAL II



TRADITIONAL



"A Company Owned by its Employees"

THE BAYSIDE SERIES

BERWICK

Two Story | 3 Bedrooms | 2 Full Baths | 1 Half Bath



CLASSIC



CRAFTSMAN



TUDOR



COUNTRY II

MCBRIDE
& SON **HOMES**

"A Company Owned by its Employees"

THE BAYSIDE SERIES

STERLING

Two Story | 4 Bedrooms | 2 Full Baths | 1 Half Bath



CLASSIC



TRADITIONAL



TUDOR



COUNTRY



CRAFTSMAN

MCBRIDE
& SON **HOMES**

"A Company Owned by its Employees"

THE BAYSIDE SERIES

ROYAL II

Two Story | 4 Bedrooms | 2 Full Baths | 1 Half Bath



COUNTRY COLONIAL



PROVINCIAL



COLONIAL



RENAISSANCE

MCBRIDE
& SON **HOMES**

"A Company Owned by its Employees"

THE BAYSIDE SERIES

ASHFORD

Two Story | 4 Bedrooms | 2 Full Baths | 1 Half Bath



CLASSIC



PRAIRIE



AMERICAN COLONIAL



TRADITIONAL



FRENCH COLONIAL



RENAISSANCE

MCBRIDE
& SON **HOMES**

"A Company Owned by its Employees"

City of O'Fallon Planning and Development Department

100 North Main Street
O'Fallon, Missouri 63366
www.ofallon.mo.us



For additional information send inquiries to:
E-mail: tcoffman@ofallon.mo.us or call (636) 379-5544

Final Plan Application - Planned Unit Developments

OFFICE USE ONLY

Date of Initial Submittal: _____ Case No.: _____ Application Fee \$150.00 Paid: _____

Subject Property Information (Please Type or Print all requested information):

Property Location (Including Address, if applicable): 82.6 acres west of existing Hyland Green development
Proposed Use of Property: residential
Current Zoning: R-1 Proposed Zoning (If Applicable): R1-PUD
Type of Proposed P.U.D. (Check all that apply): Residential Commercial Industrial

Contact Information:

Applicant:

Property Owner:

Name: McBride Hybrid Green, LLC
Contact Person: Katherine Moore
Address: 12091 Swingley Ridge Rd. Ste. 300
City/State/Zip: Chesterfield, MO 63017
Phone: 314-336-0282
E-mail: kmoore@mcbridethomes.com

Name: Highway P Investments, LLC
Contact Person: R. Steven Groeper
Address: 5911 W. Riverside Dr.
City/State/Zip: Fort Meyers, FL 33919
Phone: 239-220-8863
E-mail: rndfrancis@charter.net

Contract Purchaser (if applicable):

Engineer:

Name: see applicant info
Contact Person: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

Name: The Sterling Co.
Contact Person: Mike Falkner
Address: 5055 New Baumgartner Rd.
City/State/Zip: St. Louis, MO 63129
Phone: 314-487-0440
Email: mfalkner@sterling-eng-sur.com

Katherine Moore
Applicant Signature

11/29/16
Date

R. Steven Groeper, Manager, Highway P Investments, LLC
Owner Signature

11/29/16
Date

McBRIDE HYLAND GREEN, LLC

16091 Swingley Ridge Road, Suite 300

Chesterfield, Missouri 63017

Katherine R. Moore
Direct Dial: (314) 336-0282
Fax: (314) 537-2546

December 2, 2016

David Woods
Director of Planning and Development
City of O'Fallon
100 North Main Street
O'Fallon, MO 63366

Submitted via email to: tcoffman@ofallon.mo.us and dwoods@ofallon.mo.us

Re: Cobblestone Crossing – Final Plan

Dear Mr. Woods:

McBride Hyland Green, LLC (“McBride”) is pleased to present its Final Plan Application, and accompanying materials, for the Cobblestone Crossing subdivision. Enclosed please find the following:

1. Final Plan Application;
2. Final Plan;
3. DRAFT Declaration of Covenants, Conditions and Restrictions; and
4. A letter from the school district;
5. A letter from St. Charles County approving the subdivision name.

We understand that the City will provide us with a bill for any necessary application fees, and we will remit payment immediately upon our receipt. Do not hesitate to contact me once you have a chance to review the enclosed materials and please advise if you would like hard-copies of the above-listed documents.

Yours very truly,
McBRIDE HYLAND GREEN, LLC

By: 
Katherine R. Moore
Real Estate Associate Counsel

Enclosures

November 30, 2016

John M. Luetkenhaus
Project Manager
The Sterling Company
5055 New Baumartner Rd.
St. Louis, Mo 63129

Dear Mr. Luetkenhaus:

The St. Charles County Planning and Zoning Division has approved the subdivision name **Cobblestone Crossing**, located on Highway P, west of Deer Creek Drive within the city limits of O'Fallon.

This approval is applicable only to the approval of the subdivision names and does not eliminate the need to obtain plat approval from the governing jurisdiction.

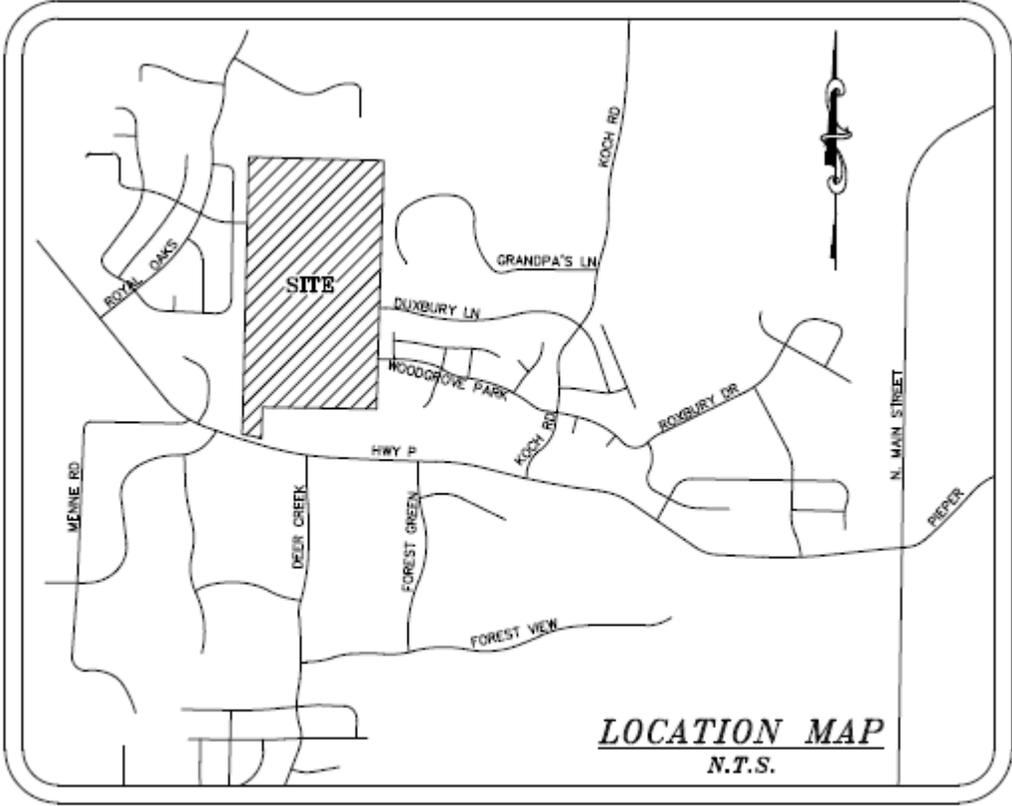
If you have any questions, please advise.

Sincerely,



Jan P. Whipple
Land Use Manager

cc: Matt Noah, St. Charles County Highway Dept.
Debbie Fann, Dispatch and Alarm
Nick Matrisotto, St. Louis Area Maps, Inc.



COBBLESTONE CROSSING

O'FALLON FIRE PROTECTION DISTRICT

111 LAURA K DRIVE, O'FALLON MO 63366-3990

(636) 272-3493

(636) 240-5312

Fax (636) 272-7857

BOARD OF DIRECTORS

William Laughlin
Matthew Simmons
Matthew Gober



FIRE CHIEF

Thomas Vineyard

November 7, 2016

Mr. Scott Loveless
The Sterling Co.
5055 New Baumgartner Road
St. Louis, MO 63129

Re: Cobblestone Crossing

Mr. Loveless:

The O'Fallon Fire Protection District has reviewed and approved the subdivision layout only for the above development.

Please provide construction drawings showing water main sizes as well as hydrant locations.

If we can be of any further assistance, please do not hesitate to contact our office at 636/240-5312, Ext. 9109.

Sincerely,

Mark A. Morrison
Fire Marshal

MAM/tp

cc: Kevin Reilly
David Woods

COVER PAGE

COBBLESTONE CROSSING
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Date: _____, 20____

Grantor: _____

Grantor's Address: 16091 Swingley Ridge Road, Suite 300
Chesterfield, Missouri 63017

Grantee: _____ Homeowners' Association

Grantee's Address: 16091 Swingley Ridge Road, Suite 300
Chesterfield, Missouri 63017

Legal Description: As set forth on Exhibit A of the attached Declaration of Covenants, Conditions and Restrictions.

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Declaration of Covenants, Conditions and Restrictions. In the event of a conflict between the provisions of the attached Declaration of Covenants, Conditions and Restrictions and the provisions of this cover page, the attached Declaration of Covenants, Conditions and Restrictions shall prevail and control.

COBBLESTONE CROSSING

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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- (n) “Interim Director” shall have the meaning ascribed thereto in Section 6(a).
- (o) “Lot” shall mean and refer to the subdivided parcels of land shown on any final recorded subdivision plat of the Property (with the exception of the Common Properties as herein defined) to be improved with Single Family Dwellings.
- (p) “Member” shall have the meaning ascribed thereto in Section 3(a).
- (q) “Mortgage” and “Mortgagee” shall mean and refer also to a deed of trust and the trustee and beneficiary under a deed of trust, respectively.
- (r) “Owner” shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to any Lot, including but not limited to the Declarant where applicable, but shall not mean or refer to any Mortgagee unless and until such Mortgagee has validly acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (s) “Permittees” shall have the meaning ascribed thereto in Section 2(b).
- (t) “Plat” shall mean any final recorded subdivision plat of the Community, including, without limitation, that certain Plat referenced in Exhibit A, attached hereto, if any.
- (u) “Property” shall mean and refer to that certain real property described on Exhibit A attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- (v) “Single Family Dwelling” shall mean and refer to the building consisting of one dwelling unit to be constructed on each Lot.
- (w) “Stormwater Management Facilities” shall mean improvements and facilities designed to manage stormwater within the Community as approved by [REDACTED] in accordance with the Plat, the Stormwater Maintenance Agreement (as hereinafter defined), and the Stormwater Maintenance Operation Plan (as hereinafter defined).
- (x) “Stormwater Maintenance Operation Plan” shall mean the maintenance manual for the Stormwater Management Facilities approved by [REDACTED], a copy of which shall be kept on file in the Association’s records.
- (y) “Stormwater Maintenance Agreement” shall mean that certain Maintenance Agreement dated [REDACTED] and recorded in Book [REDACTED] at Page [REDACTED] in the St. Charles County Records.

2. EASEMENTS AND PROPERTY RIGHTS

(a) Every Owner and every resident of the Property subject to this Declaration shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(i) The right of the Directors to take such steps as are reasonably necessary to protect the Common Properties against liens, foreclosure, and the acquisition of rights therein by the public and other third parties;

(ii) The right of the Directors to promulgate rules and regulations governing the use of the Common Properties;

(iii) The right of the Directors to suspend the voting rights and rights to use of any recreational facilities situated on the Common Properties by any owner or resident (A) for any period during which any Assessment remains unpaid, and (B) for a period not to exceed sixty (60) days for any infraction of the published rules and regulations;

(iv) The right of the Directors to charge reasonable admission and other fees for the use of any recreational facilities situated on the Common Properties and require licenses and license fees where it is deemed necessary by the Directors;

(v) The right of the Directors to dedicate or transfer all or part of the Common Properties, or grant such easements and rights of way in and to the Common Properties, to any Governmental Body or utility company subject to such conditions as may be reasonably necessary for the development of the Community. No conveyance or transfer of fee title to all or any of the Common Properties to any party other than a Governmental Body or utility company shall be effective unless an instrument agreeing to such conveyance or transfer has been recorded and approved by two-thirds (2/3) of each class of Members at a meeting of the Members or consented to in writing and signed by Members holding at least eighty percent (80%) of the voting power pursuant to Section 6(k) hereof. The Directors may dedicate or transfer the streets to St. Charles County, the City or other applicable Governmental Body and grant easements over or otherwise affecting the Common Properties to any party at their sole discretion;

(vi) The right of the Declarant or other builder-developers to utilize the Common Properties for promotional purposes until development and sale of each Lot is complete;

(vii) The right of Owners to perpetual easements over any part of the Common Properties for such portion of their Single Family Dwelling that may overhang any Common Properties, and if ingress or egress is typically provided to a Single Family Dwelling over a particular portion of the Common Properties, then the right of said Owner of ingress and egress over such particular portion of the Common Properties;

(viii) The right of the Directors to enter into licensing agreements with commercial enterprises for the operation of recreation facilities and related concessions for the benefit of Owners and residents of the Property; and

(ix) The right of the Directors and Declarant (during such time as Declarant owns a Lot) to annex additional residential property and Common Properties to the Community.

(b) The Common Properties shall be for the benefit, use, and enjoyment of the Owners, present and future, of the Community and, at the discretion of the Board of Directors, may also be used by residents outside the Community (“Permittees”). If such Permittees are permitted to use the Common Properties:

(i) No Owner shall be denied the use of the Common Properties for any reason related to the extension of such privilege to the Permittees;

(ii) All rules and regulations promulgated pursuant to this Declaration with respect to the Owners shall be applied equally to the Owners;

(iii) All rules and regulations promulgated pursuant to this Declaration with respect to the Permittees shall be applied equally to the Permittees;

(iv) At any time after recording of this Declaration, a majority of the Owners, by election duly called, may elect to allow or disallow usage of the Common Properties by Permittees.

(c) Every utility easement on each Lot shall constitute an easement for utility purposes to serve any other Lot or the Common Properties.

(d) In the event that any utilities and utility connections serving a Lot are located in part on a Lot other than the Lot being served by such utilities and connections, the utility provider, the Owner of a Lot being served, and the contractors and employees of such provider or Owner shall have the right and easement to enter upon the Lot in which the utility line or connection is located for the repair, maintenance and replacement of such line or connection.

(e) There shall be and is hereby imposed on each Lot an easement for reasonable ingress and egress by or on behalf of the Owner of any adjoining Lot for the purpose of repair, maintenance or replacement of improvements on such adjoining Owner’s Lot.

(f) Should any portion of any Single Family Dwelling or other improvement as originally constructed, or any planting or tree, overhang or encroach on an adjacent Lot, the Owner of any such Single Family Dwelling or other improvement, planting or tree shall have a license to enter upon such adjacent Lot for the purpose of necessary repair and maintenance of such overhanging or encroaching portion of such Single Family Dwelling or other improvement

or to trim such overhanging or encroaching planting or tree. Should any portion of any Single Family Dwelling or other improvement as originally constructed overhang or encroach on an adjacent Lot (“Encroachment”), the Directors are hereby appointed as agent and attorney-in-fact (coupled with an interest) for and on behalf of each of the Owners affected by the Encroachment and may petition the proper authorities for a boundary line adjustment or request such variance as may be necessary (“Adjustment/Variance”) to allow for said Encroachment and the Directors, as agent and attorney-in-fact, may also execute and file of record such easement or other necessary documents of record on behalf of each Owner to effectuate such Adjustment/Variance granted upon the determination and payment of reasonable compensation, if any, to the Owner affected by such change to be paid from funds assessed against the Owner benefiting therefrom. All Owners shall be bound by any resulting Adjustment/Variance granted.

(g) There have been or may be designated on the subdivision plat or plats subject hereto driveway easements for the joint and mutual use and benefit of the Lots on which they are located and the Lots to which they provide access from a street. Those easements are to be held by the respective Owners of each of those Lots, and their respective heirs, executors, administrators, successors and assigns as appurtenant to the Lot owned by each of those Owners. The Owners of each of those Lots shall be jointly responsible for the maintenance and repair of the driveway improvement located on each such easement and each such Owner shall pay an equal share of the cost of maintenance. In the event that any such driveway improvement is not kept in good repair, upon thirty (30) days’ written notice by the Directors to each Owner, the Directors may cause such maintenance or repair to be provided and the reasonable cost thereof shall be a charge and lien against each Lot to which such driveway easement is appurtenant, in the amount of the equal portion of such cost allocated to such Lot. Said charge shall be enforceable in the same manner as herein provided in Section 5 hereof.

(h) There shall be and hereby is imposed a non-exclusive perpetual easement fifteen (15) feet in width along the rear lot lines and four (4) feet in width along the side lot lines of all Lots for drainage purposes. Without limiting the generality of any other provision of this Declaration, the Association may, but shall not be obligated to, maintain, clean and repair all such drainage easements, and is hereby granted easements in gross for ingress to and egress from such drainage easements and as otherwise required to perform the foregoing.

(i) There shall be and hereby is imposed a non-exclusive perpetual easement ten (10) feet in width along the rear lot line of all Lots for the construction and placement of a sight-proof privacy fence not to exceed six (6) feet in height as may be deemed necessary by the respective Declarant of said Lot for privacy screening and aesthetic improvement to the Community.

(j) The Property, including the Lots and Single Family Dwellings thereupon located, shall be subject to a perpetual easement in gross to the Directors and the Association, their successors and assigns, for ingress and egress to perform their obligations and duties as required by this Declaration as well as all maintenance, repair and other tasks which the Directors and Association have the right or discretion to perform hereunder. Should it be necessary on a non-emergency basis, to enter upon a Lot in order to maintain, service, improve,

repair or replace any Common Properties, the exterior of any Single Family Dwelling, or any other item required or permitted to be maintained by the Association hereunder, employees, agents and workmen shall be entitled to entrance by exhibiting to the Owner an order from the Association signed by one of the members of the Board of Directors or an agent of the Board of Directors. The Association shall specifically have the authority to enter any Lot, on an emergency basis, for the purposes of repairing, maintaining, servicing or replacing the sewers, other utilities, pipes and wires within or upon any Lot which serves another Single Family Dwelling or Lot, without the necessity of exhibiting an order from the Association. The determination of whether such an emergency exists shall be within the sole discretion of the Association, but it is anticipated that entering any Lot without an order from the Association shall only occur if the Owner is not present or reasonably available at the time such emergency occurs.

(k) The Property, including the Lots and Single Family Dwellings thereupon located, shall be subject to a perpetual easement in gross to the Declarant, its successors and assigns, for access, ingress and egress to perform any duties and obligations which may be imposed upon Declarant, its successors and assigns, by this Declaration or by any Governmental Body, including, without limitation, any obligations or duties which may be helpful or necessary for the release of development escrows deposited with any such Governmental Body.

(l) There shall be and hereby are imposed non-exclusive perpetual detention and retaining wall easements identified and depicted as “[redacted]” on the Plat in favor of the Association for the purpose of constructing, maintaining, repairing and replacing retaining walls and detention areas, with the right of temporary use of adjacent ground not occupied by improvements for excavation and storage of materials during installation, repair or replacement of such retaining walls and detention areas.

(m) [Add preservation buffer]

3. CREATION OF ASSOCIATION

(a) Every Owner of a Lot which is subject to assessment shall be a member of the Association (a “Member”). Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(b) The Association shall have two classes of voting memberships:

(i) Class A: Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

(ii) Class B: The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the earlier to occur of:

(A) the total votes held by the Class A Members equaling the total votes held by the Class B Member;

(B) December 31, ; or

(C) When Declarant, in its sole discretion, so determines and declares in an instrument recorded in the St. Charles County Records.

4. DURATION

(a) The covenants and restrictions established by this Declaration shall run with the land and continue and be binding upon Declarant and the Directors and upon their successors and assigns for the longer of the following: (i) for the duration of the subdivision, or (ii) for a period of twenty (20) years from the date this Declaration is recorded, and shall automatically be continued thereafter for successive periods of fifteen (15) years each; provided, however, that the fee simple record Owners of the Lots now subject and hereafter made subject to this Declaration, by the approving vote of two-thirds (2/3) of each class of Members entitled to vote at a meeting of the Members, or the consent given in writing by Members holding at least eighty-percent (80%) of the voting power, pursuant to Section 6(k) hereof, may terminate the Declaration or release all of the Property restricted thereby at the end of said twenty (20) year period or any fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same of record in the Office of the Recorder of Deeds of St. Charles County, Missouri, at least one (1) year prior to the expiration of said twenty (20) year period or of any fifteen (15) year period thereafter.

(b) In the event the subdivision is vacated, this Declaration shall terminate and the Board shall convey fee simple title to the Common Properties to the then Lot Owners as tenants in common and shall dissolve the Association pursuant to the vote of the Members as provided above. The rights of the tenants in common shall be exercisable appurtenant to and in conjunction with their Lot ownership. Any conveyance or change in ownership of any Lot shall convey with it ownership in the Common Properties, and no interest in the Common Properties shall be conveyed by an Owner except in conjunction with the sale of a Lot. The sale of any Lot shall carry with it all the incidents of ownership of the Common Properties regardless of whether such ownership is expressly mentioned in the deed of conveyance; provided, however, that no right or power conferred upon the Directors shall be abrogated. Any interest in real property which may vest at any time in the future as a result of this Declaration shall vest, if at all, within the longer of (i) 21 years of the death of the last to survive of the now living descendants of Barack Obama, 44th President of the United States of America, or (ii) such longer vesting period as is allowed by law.

5. COVENANT FOR MAINTENANCE ASSESSMENTS

(a) Except as set forth in Subsection 5(h), the Declarant, for each Lot within the Property, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or their conveyance, shall be deemed to covenant and agree to pay to the Association (i) annual assessments or charges, (ii) special assessments or charges, with such assessments or charges to be fixed, established and collected from time to time as hereinafter provided, including, but not limited to, any charges or assessments created pursuant to Sections 5(d) and 5(e) below, and (iii) a one time working capital assessment which shall be due immediately upon the first conveyance of any Lot (and not on any subsequent conveyance) after a Single Family Dwelling has been constructed upon such Lot in the amount of \$ for purposes of providing working capital for the Association; such assessment to be treated as a special assessment hereunder and shall be a charge against the title of each such Lot and shall be a continuing lien and otherwise shall be collectable and enforceable in accordance with this Section 5 (all such assessments and charges being sometimes herein collectively referred to as "Assessments").

(b) Any and all Assessments, as provided in this Section 5, together with interest thereon at the Interest Rate and costs of collection thereof, shall be a charge against the title of each Lot and shall be a continuing lien upon the Lot against which such Assessment is made, which shall bind such Lot and its Owner, and such Owner's heirs, devisees, personal representatives, successors and assigns without the need or requirement of filing any additional documentation with respect to such lien. Recording of this Declaration constitutes record notice and perfection of the lien as to Assessments which become delinquent thereafter, together with interest thereon and costs of collection thereof as hereinafter provided. Further recording of a claim for Assessment under this Section 5 is not required. The Association shall be entitled to enforce collection of any and all of such Assessments, interest and costs through enforcement of such lien, whether by foreclosure or otherwise. Each such Assessment, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment became due. Notwithstanding anything herein to the contrary, the lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage and non-payment of any such Assessment shall not constitute a default under any federally insured mortgage. Furthermore, Mortgagees of any such financing on a Lot or improvements thereon shall not be required to collect, retain or escrow any Assessments as referenced hereinabove.

(c) The Assessments levied under this Section shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property or for maintaining the market value of the Property and in particular for the rendering of services in the furtherance of such purposes, including the carrying out of all functions herein authorized and required, and for the improvement, maintenance and operation of the Common Properties and all facilities thereon, including, but not limited to, the payment of taxes and insurance thereon, debt service and repair, maintenance, replacements and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof and for such other needs as may arise and for maintenance of reserves for the benefit of the Association.

(d) As indicated in Section 5(a) above, in addition to the annual assessment herein authorized, there may be levied in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement within or upon the Common Properties or any easement, street, drive, walkway or other right-of-way provided for the benefit of the Lots subject hereto, and including the provision of necessary fixtures or personal property related thereto, provided that any such assessment shall have the consent given in writing and signed by Members holding at least eighty percent (80%) of the voting power, pursuant to Section 6(k) hereof, or the approving vote of two-thirds (2/3) of the vote of each class of Members who are voting, in person or by proxy, at a meeting of the Members duly called for such purpose, written notice of which shall have been sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance and shall set forth the purpose of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(i) In addition to other special assessments authorized by this Subsection (d), the Directors may make a separate special assessment, without a vote of the Members, for the construction, operation, maintenance, repair and replacement of sewer systems and creeks and other storm water control easements and facilities including, but not limited to, the Stormwater Management Facilities, and the retention and detention ponds. The special assessment provided for by this paragraph of Subsection (d) shall be allowed and applicable until the operation and maintenance of such sewer systems and such creeks and other storm water control easements and facilities have been accepted for maintenance by an appropriate Governmental Body or utility company.

(ii) In addition to other special assessments authorized by this Subsection (d), the Directors may also make a separate special assessment pursuant to this subparagraph of Subsection (d) as necessary for compliance with all subdivision and other ordinances, rules and regulations of the City or St. Charles County. Specifically, but not by way of limitation, the Board of Directors may make provisions for the maintenance and operation of all street lights, roadways, easements and utilities.

(iii) The provisions of this Section 5 with respect to the establishment of due dates, effect of non-payment and remedies for enforcement shall be applicable to any special assessment levied as hereinabove authorized.

(iv) The Directors are hereby authorized to make and collect a special annual assessment, without a vote of the Members, for maintenance of storm

water facilities, including, but not limited to, the Stormwater Management Facilities.

(e) In addition, the Directors may levy a special assessment or charge against any Owner and any Lot(s) for all costs and expenses incurred, including costs of collection, interest, attorney's fees and other associated costs for purposes of (i) making repairs or maintenance to a Lot or improvements thereon, which repairs or maintenance the Owner has failed to make or which the Association or Board has the duty or right to make, (ii) for repairing any damage caused by an Owner or such Owner's employees, agents, invitees or tenants or (iii) removal of unapproved or unauthorized signage erected anywhere on the Property. Nothing herein shall be deemed to impose absolute liability without respect to fault or negligence upon the Owners for damage to the Common Properties or the Lots.

(f) Assessments shall be made in a manner and subject to the following procedure:

(i) As to annual assessments, on or before thirty (30) days in advance of each assessment year, as established by the Directors, the Directors shall prepare proposed budget(s) for the upcoming assessment year taking into consideration all anticipated items of expense, including but not limited to reasonable amounts for Common Properties maintenance, roadway maintenance, and reasonable replacement and other reserves. Based upon the proposed budgets, the Directors shall establish the annual assessment for the upcoming assessment year for all Lots. The Directors shall set the due date for payment of the assessments, and may provide for a periodic payment schedule if deemed desirable by the Directors. If at any time during an assessment year, the Directors determine in their reasonable opinion that the annual assessment will not provide sufficient funds during the assessment year to cover the expense of items in the proposed budgets or the expense of any items not indicated on the proposed budget which may occur and are non-extraordinary and reasonably necessary to the general operation of the Association or the Common Properties, then the Directors may levy an additional supplemental assessment for the remainder of the assessment year in the amount necessary to cover the anticipated revenue deficit for that assessment year. The right and power to levy a supplemental annual assessment shall extend to the Directors for the first assessment year and each assessment year thereafter. Written notice of any levy of a supplemental assessment shall be given to each Owner and payment shall be made as directed by the Directors in such notice.

(ii) Subject to requisite Member approval as set forth herein, special assessments shall be made by the Directors upon at least thirty (30) days notice, and, at the discretion of the Directors, may be payable in a lump sum, in periodic installments or due and payable within thirty (30) days from the date of such notice.

(iii) Any Assessment imposed by the Association, with the exception of a special assessment levied under Section 5(e) hereof, shall be equitably divided among all Owners on the basis of an equal amount allocated to each Lot.

(iv) Notice of any Assessment shall be given by the Directors, either by mail, postage prepaid, addressed to the address shown on the real estate assessment records of St. Charles County or any applicable municipality (and notice so given shall be considered given when mailed), or by posting a brief notice of the assessment upon the Lot itself.

(v) The failure or delay of the Directors to prepare or serve any budget or any Assessment shall not constitute a waiver or release in any manner of any Owner's obligation to pay such Assessment whenever the same shall be made, and in the absence of any annual assessment or supplemental annual assessment, the Owner shall continue to pay at the then existing rate established for the previous payment.

(g) If any Assessment is not paid within thirty (30) days after the delinquency date, such Assessment shall bear interest from the date of delinquency at the lesser of eighteen percent (18%) per annum or the highest rate allowed by law (the "Interest Rate"), and the Directors may bring legal action against the Owner personally obligated to pay same, and, in addition, shall be entitled to the rights as set forth in Section 5(b) hereinabove with respect to enforcement of payment of same. The Board of Directors is hereby authorized to notify any Mortgagee that the Board is taking steps to collect unpaid assessments or to enforce a lien against said Lot.

(h) The following properties subject to this Declaration shall be exempt from the Assessments and liens created herein:

(i) All Common Properties.

(ii) All properties exempt from taxation under the laws of the State of Missouri.

(iii) All Lots owned by Declarant or successor builder-developers before title to the Lot has been transferred to the first purchaser thereof at retail (as distinguished from sale in bulk or at wholesale to others for development or resale).

(iv) Any Lot subsequently added hereto, the Owners or residents of which are not eligible to use portions of the Common Properties, shall not be subject to assessment for such portions of the Common Properties.

(i) Each Lot Owner shall be responsible for the maintenance, repair and replacement of the lateral sewage line or lines servicing such Owner's Lot.

(j) The liability for an Assessment may not be avoided by a waiver of the use or enjoyment of any Common Properties, services or recreation facilities, or by abandonment of the Lot against which the Assessment was made, or by reliance upon assertion of any claim against the Board of Directors, the Association or another Owner.

(k) Nothing contained herein shall abridge or limit the rights or responsibilities of Mortgagees and nothing herein shall be construed to require a Mortgagee to collect the Assessments provided for herein.

(l) This Section 5 does not prohibit the Association from taking a deed in lieu of foreclosure.

(m) A judgment or decree in any action brought under this Section is enforceable by execution of the judgment and shall include costs and reasonable attorney's fees and paralegal expenses for the prevailing party.

(n) Any payments received by the Association in discharge of a Lot Owner's obligation may be applied to the oldest balance due.

6. SELECTION OF DIRECTORS, MEETINGS OF OWNERS

(a) The Board of Directors of the Association shall consist of three (3) members (each a "Director" and collectively the "Directors"). The original Directors are [REDACTED] ("Director 1"), [REDACTED] ("Director 2") and [REDACTED] ("Director 3"). During the period of service of Director 1, Director 2, or Director 3 or their appointed successors ("Original Directors"), one or more shall be subject to removal, with or without cause, and Declarant shall have the exclusive right to designate the successor to such removed Director for his or her unexpired period of service as provided for hereunder. Should any of the Original Directors die, resign, or cease to hold office, or decline to act or become incompetent or unable for any reason to discharge the duties, or avail himself or herself of or exercise the rights and powers hereby granted or bestowed upon them as Directors under this Declaration, then Declarant shall have the exclusive right to designate the successor thereto for his or her unexpired period of service as provided for hereunder. In the event that the provisions of this Declaration cannot be fulfilled due to unfilled vacancies among the Directors, a Lot Owner may petition the Board of Aldermen of the City/St. Charles County Council (and the Board of Aldermen/County Council shall have the right and power) to appoint or cause to be appointed a director to fill the vacancy during said interim ("Interim Director"). Any Interim Director who is not an Owner shall receive a reasonable fee for services rendered and the fee shall be determined by the Directors who are not Interim Directors. The fee shall be levied as a special assessment against the Lots, which assessment shall not be subject to any limitations on special assessments, if any, contained in this Declaration.

(b) Until such time as Declarant has sold and conveyed all of the Lots (regardless of whether such Lots are constructed or sold in phases), which may be subject to this Declaration to persons or entities or other than a successor builder or developer, the following procedure for designating successor Directors shall be followed:

(i) After Declarant has sold and conveyed fifty percent (50%) of the Lots which may be subjected to this Declaration to persons other than a successor builder

or developer, Director 1, or his or her appointed successor Director shall resign and his or her successor shall be elected by the Members other than Declarant at a special meeting of the Members to be called thereafter, such successor being the nominee receiving the highest number of votes cast. Such Director shall serve as Director until all Directors are elected by Members other than Declarant under the provisions of Section 6(c) below.

(ii) After Declarant has sold and conveyed ninety-five percent (95%) of the Lots which may be subjected to this Declaration to persons other than a successor builder or developer, Director 2, or his or her appointed successor Director shall resign and his or her successor shall be elected by the Members other than Declarant at a special meeting of the Members to be called thereafter, such successor being the nominee receiving the highest number of votes cast. Such Director shall serve as Director until all Directors are elected by Members other than Declarant under the provisions of Section 6(c) below.

(iii) After Declarant has sold and conveyed one hundred percent (100%) of the Lots which may be subjected to this Declaration to persons other than a successor builder or developer, Director 3, or his appointed successor Director shall resign and his or her successor shall be elected by the Members of the Association at a special meeting of the Members to be called thereafter, such successor being the nominee receiving the highest number of votes cast. Such Director shall serve as Director until all Directors are elected by Members of the Association under the provisions of Section 6(c) below.

(iv) Declarant, in its sole discretion, may (but shall not be required to) appoint a second or third Director from the membership of the Association prior to the time designated for election of a second or third Director as set out in Sections 6(b)(ii) and (iii) above. In anticipation of the Declarant exercising this option, the Association may call a special election in accordance with the provisions of this Declaration to elect an Owner or Owners to be the nominee(s) for Director(s) to be appointed by the Declarant under the provisions of this subsection (iv). If the Association fails or refuses to elect the nominee(s) for the Director(s) to be appointed, then Declarant shall have the right to appoint any Member(s). In the event the Declarant does appoint such second or third Director(s) prior to the time set forth in Sections 6(b)(ii) and (iii) above, then such nominee(s) or Member(s) shall become Director(s) with full powers and shall not be subject to removal by the Declarant, just as if such person(s) were elected pursuant to the provisions of Sections 6(b)(ii) and (iii), and no Director(s) shall be elected by the Members under the provisions of Sections 6(b)(ii) and (iii) and the appointed person(s) shall serve as Director(s) until all Directors are elected by the Owners under the provisions of Section 6(c). If the Declarant chooses to exercise its option to appoint Director(s) pursuant to this subsection (iv), it shall do so by recording a written instrument evidencing the exercise of such option in the St. Charles County, Missouri land records.

(c) After Declarant has sold and conveyed all of the Lots which may be subjected to this Declaration other than to a successor builder or developer, the following procedure shall be followed:

(i) All of the then-acting Directors shall resign; and

(ii) At a special meeting of the Members, three (3) Directors shall be elected, one for a term of three (3) years, one for a term of two (2) years and the third for a term of one (1) year.

(iii) After the expiration of the term of office of the Directors elected as provided in Section 6(c)(ii), each successor Director must be a Member, and shall be elected by Members, and each such successor Director shall serve for a term of three (3) years so that the terms shall be continuously staggered, one (1) Director being elected at each annual meeting of the Members.

(d) Following each annual meeting of the Association as provided for herein, the Directors shall designate one (1) Director to serve as President, one (1) Director to serve as Vice-President, and one (1) Director to serve as Secretary/Treasurer, until the time of the next following annual meeting. The Vice-President of the Association shall also serve as the “Stormwater Manager” pursuant to the Stormwater Maintenance Operation Plan.

(e) There shall be an annual meeting of the Association (subject to the provisions of Section 6(j) hereof) to be held after 5:00 p.m. on the second Wednesday of March of each year during the term of this Declaration, said meeting to be held at a convenient place in the County of St. Charles, and there may be special meetings of the Association as may be called by any one of the Directors, also to be held at a convenient place in the County of St. Charles. No less than ten (10) days’ notice in writing to each Member of the time and place of any annual or special meeting shall be given by the Directors or by the Director calling said meeting, by depositing same in the United States mail, properly addressed to the address shown on the real estate tax assessment records for each Owner and with postage prepaid. The successor to an elected Director whose term has expired shall be elected at the special meeting called for that purpose. Subject to the provisions of Section 3(b) above, at any annual or special meeting each Lot shall be entitled to one (1) vote and any action or proposal to be approved shall require approval by a majority of votes cast at such meeting. Any vote may be cast in person or by proxy. Any designation of a proxy shall be on a form approved by the Directors and shall be filed with the Directors at least forty-eight (48) hours before any meeting at which such proxy will vote. Any Member who has failed to pay any Assessments due and payable shall not be entitled to vote at any annual or special meeting provided for herein. The person or persons receiving the highest number of votes cast shall be deemed elected and shall, upon his, her or their acceptance in writing, at once and by force of this Declaration imposed, succeed to, be vested with, and possess and enjoy all of the rights, interests, privileges and powers granted by this Declaration to the Directors. In the event that any Director elected hereunder shall die or become unable for any reason, to discharge the duties or avail himself or herself of or exercise the rights and powers herein granted or bestowed upon him, her or them as Directors under this

Declaration, then and thereupon, it shall be the duty of the remaining Directors to select a successor to carry out the duties of such Director for the remainder of such Director's term.

(f) If a Lot is jointly owned, only one person shall be entitled to vote for the Owners of that Lot and such person shall be known as the "Voting Member." If a Lot is jointly owned and if one of the multiple Owners of that Lot is present at a meeting of the Association, he or she shall be entitled to cast the vote allocated to that Lot. If more than one of the multiple Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of the majority in interest of the multiple Owners. Once the majority position has been established the Voting Member shall cast the vote. There is majority agreement if any one of the multiple Owners casts the vote allocated to that Lot without protest being made to the person presiding over the meeting by any of the other Owners of the Lot. A corporation, if an Owner, shall act through its president or through another officer or director as the board of directors of that corporation designates in writing. A partnership or limited liability company, if an Owner, shall act through a partner or member or manager, as applicable, as designated by the partnership or company in writing. A trust, if an Owner, shall act through its trustee. If there is more than one such trustee for a trust, then the beneficiaries of such trust shall designate in writing which trustee shall be entitled to vote.

(g) All Directors, except Interim Directors and the Original Directors, shall be Owners. If any Owner is a corporation, partnership, limited liability company or trust, then any partner, officer, director, member, manager, employee or agent of such corporation, partnership or company or trustee of such trust may be a Director.

(h) No business may be transacted at any meeting (special or general) at which there is not a quorum, except as provided below. Except as otherwise provided herein, a quorum shall be deemed present at a meeting of the Association if the Members in attendance at the beginning of the meeting represent at least ten percent (10%) of the votes of each class of Members eligible to vote at the time of the meeting, either in person or by proxy. If proper notice is given and a meeting called at which the proposed business cannot be conducted because of failure to achieve a quorum, then the Directors may either:

(i) Give another notice of the meeting indicating the proposed business or purpose and if such meeting is held within thirty (30) days of the date of the first meeting at which there was no quorum, then there shall not be a quorum requirement to transact the proposed business at such second meeting; or

(ii) Take a vote of the Association on any proposed business by written ballot of the Members in lieu of a meeting.

(i) A quorum is present at a meeting of the Directors if a majority of the Directors are in attendance. All actions of the Directors shall be by majority vote. The Directors may take action by majority vote on written ballots or by unanimous consents in lieu of a meeting.

(j) For the period from the date of execution hereof until such time as there are fewer than two Original Directors still serving, at the option of the then existing Directors, no annual meeting of the Association shall be held. During such period, the Directors may appoint an advisory board consisting of Owners. The number of members of such advisory board shall be the number deemed appropriate by the Directors from time to time. The members of such advisory board shall serve at the will of the Directors. The advisory board shall be formed for the purpose of reporting to and advising the Directors concerning the status and operation of the Property. Such advisory board may hold informal meetings of its members if so desired by the advisory board, but such meetings are not required.

(k) Notwithstanding anything contained herein to the contrary, any action required or permitted to be taken herein by approval of the Members may only be taken without a meeting of the Members if the action is approved by Members holding at least eighty percent (80%) of the voting power. The action must be evidenced by one or more written consents, signed by Members representing at least eighty percent (80%) of the voting power and delivered to the Association. Such written consents shall be filed by the Secretary with the minutes of the proceedings of the Members and shall have the same force and effect as a vote at a meeting duly held. Written notice of such Member approval shall be given to all Members who have not signed a written consent. If written notice is required because consents have not been received from all of the Members, such Member approval shall be effective ten (10) days after such written notice is given.

7. RESERVATION OF EXPENDITURES

The Declarant reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended, deposited, placed in escrow, or subsequently provided by it for utility facilities or services, streets, subdivision fees or for any other purpose of any nature or description with respect to any subdivision or land which is now or may in the future be made subject hereto. Declarant further reserves the right to receive and retain any monies, damage payments or condemnation award for any easement or other interest granted or condemned as to any street or Common Properties within the Property.

8. ARCHITECTURAL CONTROL

(a) From and after such time as a Lot becomes subject to assessment as provided herein, the Owner thereof shall not cause or allow any (i) building, fence, wall, driveway or other structure or improvement of any sort to be commenced, erected or maintained thereon; (ii) exterior addition or removal of all or any part thereof, or exterior change or alteration in any improvement thereon to be made; (iii) removal of any tree with a three-inch or greater caliper; or (iv) change in grade or slope thereof, until all plans and specifications showing (as applicable) the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location, entrances and driveways, and configuration of all improvements upon such Lot shall have been submitted to and approved by the Directors. All decisions rendered by the Directors shall be deemed final. It is the intent of this Declaration that the restrictions of this Section shall not apply to Declarant. With respect to architectural approvals, the Directors, at

their option, may appoint an architectural approval committee comprised of not less than three nor more than five Owners to review all proposed construction and submit non-binding recommendations of approval or disapproval of the same to the Directors. All requests for approval submitted to the Board of Directors shall be deemed automatically approved if no response is given within sixty (60) days of making submissions. The Owner shall, after obtaining the approvals required by this Declaration, obtain and maintain in effect all necessary permits and approvals from any and all applicable Governmental Bodies prior to commencing any such improvements and modifications and the same shall be completed in accordance with this Declaration and applicable laws and ordinances. The Owner shall also bear the responsibility for the maintenance of any Owner-constructed improvement authorized under this Section 8. The Association shall not be liable for any damage, loss or prejudice suffered or claimed by any Owner, its agents or any other person or entity on account of: (1) the approval or disapproval of any improvements or modifications under this Section 8, or any plans, contracts, bonds, contractors, sureties or other matters in connection therewith; (2) the construction or performance of any work, whether or not pursuant to approved plans; (3) any Owner's or any other person's or entity's failure to obtain the proper permits and approvals; or (4) the compliance of any improvements or modifications with applicable codes.

(b) A Lot Owner may not change the appearance of the improvements within or upon the Common Properties.

(c) All additions, alterations and improvements to or on the Lots and Common Properties shall not, except pursuant to prior approval of the Board of Directors, cause any increase in the premiums of any insurance policies carried by the Association; and all additions, alterations and improvements to or on the Lots shall not cause any increase in the premiums of any insurance policies carried by the Owners of any Lots other than those requesting or approving such change.

9. ASSOCIATION DUTIES AND POWERS

Association Rights and Responsibilities. The Association, acting by and through the Directors, shall have the following rights, powers, duties and obligations:

(a) To acquire and hold the Common Properties and to transfer or sell the Common Properties in accordance with the provisions provided for herein, to exercise control over the Common Properties, continuously maintain, improve and operate same with landscaping, shrubbery, decorations, buildings, recreational facilities and structures of any kind or description, and any and all other types of facilities in the interest of the health, welfare, safety, recreation, entertainment, education and for the general use of the Owners of the Property, to grant such easements and rights-of-way over the Common Properties to such utility companies or Governmental Bodies or others as they shall deem necessary or appropriate in accordance with the provisions of Section 2(a)(v), to make rules and regulations, not inconsistent with the law and this Declaration, for the use and operation thereof and in every and all respects govern the operation, functioning and usage of the Common Properties.

(b) To maintain, repair and replace any improvements on Lots which have been neglected and to charge the Owner thereof with the reasonable expense incurred, which shall be a lien against the Lot owned by such Owner and improvements thereon pursuant to Section 5(e) hereof.

(c) To exercise such control over the easements, playgrounds, pavilions, recreational areas, pickleball courts, streets, drives, trail systems, retaining walls, walkways and rights-of-way within the Common Properties that have not been accepted for maintenance by an applicable Governmental Body or utility company, as is necessary to maintain, repair, supervise and insure the proper use thereof, including the right (for the Association and others to whom the Association may grant permission) to construct, operate and maintain on, under and over said easements, streets, drives, trail systems, retaining walls, walkways and rights-of-way, any of the following: street lights, sewers, pipes, poles, wires and other facilities and utilities for service to the Lots.

(d) To establish traffic regulations for the use of the streets, drives and walkways in the Community, and to operate and maintain a system of street lights and pay electric utility payments on the system at such time as the system is completed and delivered to the Directors, and to operate and maintain any storm water control facilities, including lakes and other detention or retention areas, serving any portion of the Property, which have not been accepted for maintenance by an applicable Governmental Body or utility company.

(e) To plant, care for, maintain, spray, trim, protect and replace trees, shrubbery and vegetation within any rights-of-way, to decorate the entranceway to the subdivision by appropriate landscaping or by a subdivision sign or in such other manner as the Directors shall deem appropriate.

(f) To dedicate the private streets, drives, walkways, or rights-of-way, or any portion or portions thereof, when such dedications would be accepted by an applicable public entity and to grant easements to any party over or otherwise affecting Common Properties.

(g) At the discretion of the Directors, to designate certain parking areas for the sole and exclusive use of Owners, their occupants, guests or invitees.

(h) To clear rubbish and debris and remove grass and weeds from and trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any neglected Lot in the Community, and to charge the Owner of such Lot with the reasonable expense so incurred, which shall be a lien against such Lot and the improvements thereon. The Directors, or their agents or employees, shall not be deemed guilty or liable for any manner of trespass for any such abatement, removal or planting.

(i) At the discretion of the Directors, to provide for the collection of trash, rubbish and garbage and otherwise to provide such services as shall be in the interest of the health, safety and welfare of the Owners and residents, and to enter into and assume contracts for such purposes covering such periods of time as they may consider advisable; provided, however,

that neither Declarant, nor the Association, nor their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees shall provide or maintain or be responsible for providing or maintaining, in any way, security for all or any portion of the Property, and for any Owners, or Owners' principals, shareholders, partners, agents, family members, invitees or guests. Furthermore, each and every Owner, and each of Owners' principals, shareholders, partners, agents, family members, licensees, invitees and guests, hereby releases and holds harmless the Declarant (including any successor builder or developer) and the Association, and their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees from and against any and all claims, demands and liabilities for any damage to real or personal property or injury or death resulting in any way, due to the existence or level of security provided with respect to the Property.

(j) To enter into contracts, employ agents and other employees as the Directors deem necessary or advisable in exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Declaration, and to employ counsel to advise the Directors or to institute and prosecute such suits as they deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Directors.

(k) To receive, hold, convey, dispose of and administer in trust for any purpose mentioned in this Declaration any gift, grant, conveyance or donation of money or real or personal property.

(l) With regard to all property, real, personal or mixed, owned or held by the Association, the full and unqualified right, power and authority to:

(i) Make all contracts and incur all liabilities necessary, related or incidental to the exercise of the Association's powers and duties hereunder, including the construction of improvements.

(ii) Purchase insurance against all risks, casualties and liabilities of every nature and description.

(iii) Borrow money, including making a permanent, temporary or construction loan; make and execute promissory notes or incur liabilities and obligations with respect thereto; and to grant a lease or leasehold security interest in Common Properties to secure such obligations such that the secured party could charge admissions for the use of said Common Properties to Owners or a wider public until the loan with respect thereto is repaid.

(iv) Sell, convey, trade, exchange, use, handle, manage, control, operate, hold, and deal in and with such property, in all respects, limited only as provided in this Declaration or by law.

(m) In the event it becomes necessary or desirable for any Governmental Body to acquire all or any part of the Common Properties for any public purpose, the Directors are hereby authorized to negotiate with such Governmental Body for such acquisition and to execute such instruments as may be necessary for conveyance to such Governmental Body subject to the provisions of Section 2(a)(v). Should acquisitions of Common Properties by eminent domain become necessary, only the Association need be made a party, and subject to the reservation by Declarant, as provided in Section 7 hereof, any monies, damage payments or condemnation award shall be held by the Association for the benefit of the Owners of the Lots subject hereto.

(n) The Association shall deposit Association funds in a state or national bank protected by the Federal Deposit Insurance Corporation.

(o) All rights, powers, duties, privileges and acts of every nature and description conferred upon the Association and the Directors by the terms of this Declaration may be executed and exercised by a majority of the Directors, unless otherwise provided herein. The Directors shall not be personally liable for their acts in the performance of their duties, except for dishonesty or acts criminal in nature, and the Association shall indemnify and hold the Directors harmless from all such acts to the extent permitted by law.

(p) Notwithstanding any other condition herein, the Association shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of the City and St. Charles County, as applicable, and any other Governmental Body of which the Property may become a part. Specifically, and not by way of limitation, the Association shall make provision for the maintenance and operation of all street lights, roadways, storm water facilities and easements not otherwise accepted for maintenance by a Governmental Body or utility company.

(q) At the discretion of the Directors, the Association may enter into licensing agreements with commercial entities for the management and operation of any portion of the Common Properties, including, without limitation, any recreational facilities and any related concessions, for the benefit of the Owners and residents of the Property.

(r) The Association shall have the power to erect ornamental entrance monuments or signs in the Common Properties or within easements on Lots. In addition, the Association, with approval from applicable Governmental Bodies, shall have the power to erect such monuments or signs on the street corners or median within the street right-of-way, and in adjacent easements as may be shown on any recorded subdivision plat of the Property. The Association shall have the duty to maintain and repair such monuments, together with all related equipment, utility facilities and landscaping.

(s) The Association may remove any signage erected or constructed anywhere within the Property which signage was not approved by the Directors and is not otherwise specifically allowed hereunder.

(t) The Association shall also be responsible for maintenance of the [retaining walls] constructed on the Lots within the easements shown on the record plat of the Community.

(u) To maintain, repair and replace the Stormwater Management Facilities in accordance with the Stormwater Maintenance Operation Plan and the Stormwater Maintenance Agreement.

(v) To maintain, repair and preserve the areas designated as [preservation buffer] on the record plat for the Community.

10. USE RESTRICTIONS

(a) The following restrictions shall apply to all portions of the Property, and Declarant, for and on its behalf and on behalf of each and every subsequent Owner of any Lot therein, and their grantees, lessees, successors and assigns, covenants that:

(i) No building or structure shall be used for a purpose other than that for which the building or structure was originally designed, without the approval of the Directors. No residence, other than one Single Family Dwelling, may be constructed on each Lot.

(ii) No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the maintenance of such facilities as are incident to the sale of residences nor the conduct of promotional activities by the Declarant, or any successor builder-developer, nor the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances.

(iii) No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that is or may become a nuisance or annoyance to the neighborhood.

(iv) Each Owner shall maintain and keep his or her Lot in good order and repair.

(v) No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind, shall be brought onto or kept on any portion of the Property, except that no more than two dogs, cats, or other household pets (except house pets with vicious propensities) and aquariums may be kept or maintained on any Lot. The keeping of any pet which by reason of its noisiness or other factor is a nuisance or annoyance to the neighborhood is prohibited.

(vi) No signs, advertisements, billboards, or advertising structures of any kind may be erected, maintained or displayed on any Lot; provided, however, that nothing herein shall prohibit (A) Owners from placing one "For Sale" or "For Rent" sign (not to exceed 2 feet x 4 feet in dimension) on a Lot or (B) signs erected or displayed by

Declarant or by successor builder-developers in connection with the development of the Property and the sale, rental, or construction of improvements on the Lots.

(vii) No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, whether temporarily or permanently. No outbuildings, detached garages, sheds, shacks or structures whether of temporary character or not, other than the residences constructed on Lots, shall be constructed or maintained on any Lot in any portion of the Property.

(viii) No clothesline, and no above-ground swimming pools shall be allowed, constructed or placed upon any Lot in any portion of the Property, and no inground swimming pools shall be allowed, constructed or placed upon any Lot in any portion of the Property without the prior written approval of the Directors.

(ix) (A) No fences or screening of any kind shall be erected or maintained on any Lot without the prior written consent of the Directors as to location, material and height, and the decision of the Directors to approve or reject a fence shall be conclusive. Nothing herein contained shall (i) prevent placement of fences by the Association on the Common Properties or (ii) affect or limit the rights of Declarant to erect privacy fences pursuant to Section 2(i) hereof. The Board may require an application be submitted setting forth the proposed location, material and height of all such fences.

(B) The Directors' review of all fences for approval shall assure that such fences adhere to the following standards and requirements unless the applicant can demonstrate to the satisfaction of the Directors that strict adherence to such standards and requirements would (i) create an undue hardship on the applicant; and (ii) approval would be in the best interests of the subdivision, in which case the Directors are authorized to approve fencing which does not strictly conform to the following requirements:

(1) Maximum height for full perimeter fencing shall be forty-eight inches (48").

(2) Fencing shall only enclose the rear yards of any residence. Rear yard fencing shall be run the full perimeter of the yard and no fencing shall be erected or maintained on any Lot between the rear of the residence constructed upon such Lot and the street upon which such Lot fronts. Fencing must start at the rear corners of the residence constructed. Fencing must be within four inches (4") of the Lot lines and Lot corners. With respect to corner lots, fencing along the side of the rear yard facing the street shall not be placed any nearer to said street than four inches (4") of the building line limit established by the subdivision plat. Lots may have exceptions at the sole discretion of the Directors.

- (3) All fencing shall be:
- (a) Wrought iron or aluminum simulated wrought iron;
- or
- (b) Picket style made of wood or vinyl;
- (4) All fencing shall be made only of the following materials:
- (a) Wrought iron or aluminum simulated wrought iron;
- or
- (b) Cedar, redwood or wolmanized (treated wood) or vinyl.
- (5) Cedar, redwood, wolmanized (treated wood) or vinyl board fencing may have a picket width up to a maximum of six inches (6"). The minimum open space between pickets must be three inches (3") regardless of the picket width.
- (6) All fences shall be installed with the good side facing out.
- (7) The Directors, in their discretion, may, but shall not be obligated to, require that all Lots be professionally surveyed to assure proper fence locations prior to installation thereof.
- (8) All wood fences shall remain in their natural state, that is, they cannot be painted a color.
- (9) The Directors may allow a variance from these fence requirements for swimming pool and patio privacy fencing as necessary in the Directors' discretion to comply with all laws and code and to prevent hardship.
- (10) All fence posts shall be anchored in a base of concrete at least one foot six inches (1'6") into the soil.
- (11) Notwithstanding any provision hereof to the contrary, with the prior written consent of the Architectural Committee, a six foot (6') privacy or "shadow box" fence may be placed along the border of a busy street or to screen an adjacent parcel of property not within the Community. In such event, the fencing on all Lots bordering such area shall be of the same style, material and configuration.

(12) Within one (1) year following the erection of a fence, the Directors may, in their sole discretion, require the Owner to landscape along such fence, in which event landscaping may include vegetation such as rambling rose, multi-flora rose, evergreen shrubbery or such similar materials as may be approved by the Board.

(x) Nothing contained in this Declaration shall restrict, limit, inhibit or prevent the Declarant, its successors or assigns from developing the Property and building residences and selling the same.

(xi) No Lot may have an exterior solar collector system, wind generator system, or any similar type system or appliance without Director approval pursuant to Section 8 hereof.

(xii) No exterior television, radio aerial, antenna, receiving dish, satellite dish, or any other device for the reception or transmission of radio or television or other electronic signals (hereinafter referred to as "Antenna") shall be erected or maintained on any Lot or upon the exterior of any dwelling or the Common Property except with the prior written approval of the Directors. The Directors or their designated committee shall approve an application for the installation of an Antenna only upon the following conditions:

(A) No more than one Antenna shall be allowed per Lot.

(B) The Antenna shall be for the personal use of the Owner or resident.

(C) The Antenna shall not be visible from the street towards the dwelling (including the street view of dwellings on corner Lots).

(D) The Lot Owner shall satisfy one of the following:

(1) The Antenna shall not be visible from the neighboring Lots, streets or common areas; or

(2) The Antenna shall be disguised to resemble and in fact shall be visually indistinguishable from structures, devices or improvements otherwise allowed in the Community or by this Declaration.

(E) The Antenna shall not pose any known or verifiable hazards to the health of the residents of the Lot or the neighboring Lots. The Directors may require, in their sole discretion, that certain tests be performed on the Antenna at the expense of the Lot Owner at any time before or after the installation of the Antenna.

(F) The Directors or their designated committee shall have the power to require such specific forms of screening (fencing, shrubbery, etc.) as the Directors deem appropriate in order to effectuate the intent of this Section.

(G) All installations must comply with applicable local zoning requirements and building codes.

(H) The Directors reserve the right to require any repair, maintenance, additional landscaping or testing to the Antenna at any time after the installation thereof. Failure to comply with this Section shall be enforceable by a schedule of fines as published by the Directors from time to time. Said fines shall be collected and enforced in the same manner as an Assessment. The Directors shall have the further right to take such action to enforce this Section with all remedies available to it at law or in equity.

(I) The granting of the written permission to install the Antenna pursuant to this Section shall be a revocable license issued by the Directors to the Lot Owner and such Owner's successors, which may be revoked if the Lot Owner does not remain in compliance with the terms of this Section as amended from time to time.

(xiii) No Lot shall be resubdivided nor shall a fractional part of any Lot be sold without the consent of the Directors. This provision shall not, however, require the consent of the Directors for the sale of an entire Lot as shown on a final recorded subdivision plat.

(xiv) Personal property, including, without limitation, boats, trailers, trucks with a gross vehicle weight in excess of five (5) tons, campers and recreational vehicles, shall not be placed or stored permanently or temporarily in the open or in an unenclosed carport on any Lot, nor shall they or any motor vehicle of any type or description (including motorcycles and motor scooters) be parked for any time on the unpaved portion of any Lot or on any street "overnight." For purposes hereof, overnight shall be defined as being any time between the hours of 12:00 A.M. and 8:00 A.M.

(xv) No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type shall be stored in the open on any Lot, but shall be kept secured within the improvements located on each Lot; provided that after sunrise on any day designated for trash pick-up, trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pick-up; provided further that trash cans or receptacles shall be removed and secured within the improvements for each Lot prior to sundown of the same day.

(xvi) All water and other sewer systems servicing the Property (other than lawn sprinkler systems servicing any single Lot or a sprinkler system servicing the Common Properties) shall be constructed by the Declarant or any subsequent builder or developer

or by a contractor hired by the Association. No Owner or occupant of any Lot in the Property shall construct any water or other sewer system on the Property, other than a lawn sprinkler system servicing a single Lot.

(xvii) No motor vehicle or equipment shall be repaired or otherwise serviced in front of or adjacent to any residence in the Property. No abandoned cars, motorcycles, jeeps, trucks or other motor vehicles of any kind whatsoever that are unable to move under their own power and no mobile homes, campers, buses, boats or boat trailers may be stored or suffered to remain upon any of the Common Properties or the Lots other than in an enclosed garage.

(xviii) No activity shall be conducted or permitted on the Common Properties which would create a nuisance, disturbance or excessive noise or commotion. The Association shall have the right to prohibit, restrict and prevent such gatherings or assemblies of individuals on the Common Properties under such reasonable rules and regulations as the Association, in its sole discretion, may from time to time determine.

(xvix) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or portion of the Property. No above ground gas or propane storage tanks shall be permitted upon or in any Lot or portion of the Property.

(xx) No above-ground structure, other than required street lights, may be erected within a cul-de-sac, divided street entry island or median strip without the written approval of the City / St. Charles County Department of Highways and Traffic and other applicable Governmental Bodies.

(xxi) No fences, walls, trees, hedges or shrubs shall be erected or maintained in such manner so as to obstruct sight lines for vehicular traffic.

(xxii) The Board may require a reasonable deposit in connection with the proposed erection of any building or structure on the Property approved in accordance with this Declaration, in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent Lots and parcels, and that any and all damages to subdivision improvements shall be repaired.

(xxiii) All driveways serving Single Family Dwellings shall be concrete. The Owners must keep such driveways in good repair and in their natural color. The Board may require a driveway to be replaced if the Owner of the Single Family Dwelling has not kept such driveway in good condition and in its natural color. If the Board deems it necessary, the driveway shall be replaced and the Owner shall reimburse the Association for such expenses. If the Owner fails to promptly reimburse the Association for such expenses, the Association may place a lien against the Owner's Lot in accordance with Section 5.

(xxiv) No yard appurtenances such as sculptures, bird baths, lawn ornaments or similar personal property items or fixtures shall be placed upon any portion of the Common Properties or any exterior portion of a Lot.

11. LEASES

Each Owner shall have the right to lease or rent the Single Family Dwelling for single family residential purposes only, subject to the following requirements:

(a) Every lease or rental agreement shall be in writing, and shall be subject to all provisions of this Declaration as amended from time to time. Further, the lease or rental agreement shall be deemed to incorporate the Rules and Regulations of the Association by reference and shall include the provisions that any violations of (A) the Rules and Regulations; (B) the Declaration as amended; or (C) the covenants and conditions of the lease or rental agreement itself other than nonpayment of rent, shall be the basis for termination of the lease or rental agreement.

(b) Every proposed lease or rental agreement shall be subject to the Directors' approval so as to assure compliance with this Section.

(c) Every lease or rental agreement shall appoint the Board in its sole and absolute option and discretion, to act as an agent for the Owner for the purpose of enforcing the terms, covenants and conditions of the lease or rental agreement, other than the non-payment of rent. If any such violation is not cured within thirty (30) days or such shorter time that may be provided in the lease or rental agreement, the Association shall have the right of action to evict or otherwise terminate the lease or rental agreement or the tenant's possession to the Single Family Dwelling under the Rent and Possession Laws or Unlawful Detainer Laws of the State of Missouri. The Directors and the Association shall have no liability to the Owner or the tenant on account of any action taken to evict or otherwise terminate the lease or the tenant's possession of the Single Family Dwelling.

(d) Every lease or rental agreement shall have a minimum initial term of one (1) year.

(e) Every lease shall be subject to the Rules and Regulations as promulgated by the Directors from time to time.

12. GENERAL PROVISIONS

(a) Successor Developers. Any subsequent builder or developer shall be responsible in the same manner as Declarant with respect to that portion of the Property developed by said builder/developer for construction of all major improvements, and the establishment and conveyance of Common Properties.

(b) Miscellaneous. The Directors, or the Owner of any Lot subject to this Declaration, shall have the right to enforce, by any proceeding at law or in equity, all of the covenants, conditions, restrictions and provisions hereof, either to restrain or enjoin a violation or threatened violation or to recover damages. Failure or forbearance by the Directors or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any legal action filed by the Directors against an Owner or if the Directors retain legal counsel without filing a legal action in order to enforce any covenant or restriction herein contained or adopted pursuant to Director rules or regulations of any action to recover damages on account of breach of any such covenant, restriction, rule or regulation, the Owner shall be personally liable for and pay the Directors' reasonable attorneys' fees and costs incurred with or without legal action. If the attorneys' fees and costs are not paid by the Owner within thirty (30) days after the Directors have given written notice thereof to the Owner by certified mail, return receipt requested, then the fees and costs shall thereafter bear interest at the Interest Rate provided in Section 5(g) hereof and the Directors may execute and acknowledge an instrument reciting the debt and causing the instrument to be recorded in the Office of the Recorder of Deeds of St. Charles County, Missouri, thereupon the debt shall become a continuing lien on the Lot and the improvements thereon which shall bind the Owner and such Owner's heirs, successors and assigns. The lien shall be enforceable and governed by Section 5 of this Declaration.

(c) Amendment of Declaration. So long as Declarant owns a Lot, Declarant shall have the right from time to time to unilaterally amend, modify or change this Declaration and the provisions herein, including the right to add new burdens or restrictions on Owners and Lots, by recording such amendment in the Office of the Recorder of Deeds of St. Charles County, Missouri. So long as Declarant owns a Lot, this Declaration may not be amended, modified or changed without the prior written consent of Declarant. All unilateral amendments to this Declaration by Declarant that concern planning and zoning matters in the Community, grant additional unilateral rights to the Declarant, or cause the Community or this Declaration to fail to conform to any City / St. Charles County Ordinance affecting the Community, shall be approved by the City / St. Charles County Director of Planning prior to recording of such amendment. After Declarant no longer owns a Lot, subject to the requirements of Section 4, this Declaration and any part thereof may be altered or amended, and new burdens or restrictions on Owners and Lots may be added, by a written agreement approved by the vote of two-thirds (2/3) of the Owners at a meeting of the Owners, or the consent given in writing and signed by members holding at least eighty percent (80%) of the voting power pursuant to Section 6(k) hereof; and such written alteration or amendment, recorded with the Office of the Recorder of Deeds for St. Charles County, Missouri, shall become a part of the provisions and restrictions of this Declaration. In addition, so long as Declarant owns a Lot, the Directors may amend this Declaration and may add new burdens or restrictions on Owners and Lots by written amendment signed by two-thirds (2/3) of the Directors and recorded with the Office of the Recorder of Deeds for St. Charles County, Missouri. No such amendment, modification or change shall reduce or modify the obligation or right granted to or imposed upon the Directors with respect to maintenance obligations and the power to levy assessments therefor or to eliminate the requirement that there be Directors unless some person is substituted for the Directors with the responsibility and duties of such Directors.

(d) Assignment of Declarant Rights. Declarant shall have the right to assign the rights herein reserved or granted to Declarant.

(e) Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the address shown on the real estate tax assessment records of St. Charles County.

(f) Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

(g) Continuation of Declarant's Development Rights. In the event that the Declarant exercises its option to appoint a second and/or third Director nominated by the Association as set out in Section 6(b)(iv) above thereby giving the Association control of the Directors, the Declarant and successor builder-developers shall retain the sole and exclusive right to exercise all powers heretofore granted to it under the terms of this Declaration pertaining to or in any way related to the continuation of development of the Property until such development is completed. The Directors shall not interfere with the orderly development of the Property or the rights of Declarant in such development. It is the intent of this provision that once control of the Directors is vested in the Association that such Directors shall exercise (independent of Declarant control) all governance powers and duties as provided in this Declaration including, but not limited to, the budget, assessments and other matters which will come under their exclusive control upon the sale of one hundred percent (100%) of the Lots to persons or entities other than a successor builder or developer. The control of the completion of the development and all rights and powers necessary and appurtenant thereto shall remain exclusively and solely in the Declarant; provided however, the Directors shall execute any and all documents necessary for the proper exercise of the powers and rights set forth and reserved herein to Declarant. For the period after Declarant no longer exercises control of the Directors due to accelerated appointment pursuant to Section 6(b)(iv) and prior to the date Declarant has sold and conveyed ninety-five percent (95%) of the Lots which may be subjected to this Declaration to persons or entities other than a successor builder or developer, the Common Properties shall be operated at the times (both as to hours and days) and in the manner (specifically, without limitation, as to quality of maintenance) which is substantially equivalent to the operation which was provided by the Declarant controlled Directors, unless any such deviation is specifically approved in writing by Declarant. The provisions of this Subsection may not be modified or amended without the written consent of Declarant so long as Declarant or any successor builder-developer owns any Lot in the Property.

(h) Headings. The captions and headings of this Declaration are for the convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(i) FHA/VA Restrictions. The following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration to the extent such agency(ies) insure, guaranty, or hold any debt secured by a mortgage, deed of trust or other

security interest encumbering a Lot and such consent is required by such agency(ies): annexation of additional properties and dedication of additional Common Properties.

(j) No Forfeiture of Declarant's Rights. Any exercise or enforcement by Declarant of its rights or powers as authorized or set forth in this Declaration, including but not limited to its rights with respect to amending the terms and provisions hereof, shall not in any way be deemed to cause a forfeiture, elimination, release, reduction, modification or transfer of Declarant's rights, powers and remedies as set forth herein except as specifically provided otherwise.

(k) Release or Addition of Property. Declarant, so long as Declarant owns a Lot, and the Directors, at any time, shall have the right, without consent of the Directors (in the case of Declarant) or Owners, to amend the Declaration to delete any portion of the Property subject hereto which is owned by Declarant (provided Declarant approved such deletion in writing) or add any property to the Property subject hereto which is contiguous to the Property and the owners of such added property shall be Owners hereunder and such added property when platted shall be included within the definition of Lot(s) or Common Properties hereunder, as designated by Declarant or the Directors, as the case may be.

(l) Condemnation. In the event it becomes necessary for any public agency to acquire all or any part of the property herein conveyed to the Directors or Association, for any public purpose, the Directors, during the period of this Declaration as well as the times fixed for the appointment or election of Directors, are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisition by eminent domain become necessary, only the Association needs be made a party, and in any event, the proceeds received shall be held by the Association for the benefit of those entitled to the use of the common property, roads or easements.

(m) General Disclaimer. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of security within the Community nor shall they be liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of measures undertaken, if any. All members, Owners and occupants of any Lot, and all tenants, guests and invitees of any Owner, acknowledge that the Association, its board, and Declarant, do not represent or warrant that (i) any fire protection system, burglar alarm system, gatehouses, roving patrol, electronic monitoring system or other such systems, if any, designated, operated, or installed according to guidelines established by Declarant or the Association may not be compromised or circumvented (ii) any fire protection system, burglar alarm system, gatehouses, roving patrol, electronic monitoring system or other such systems, if any, will prevent loss; or (iii) any fire protection system, burglar alarm system, gatehouses, roving patrol, electronic monitoring system or other such systems, if any, will in all cases provide the detection or protection for which the system is designed or intended. Each member, Owner and occupant of any Lot, and each tenant, guest and invitee of an Owner, as applicable, acknowledges and understands that the Association, and Declarant, are not insurers and that each member, Owner and occupant of any Lot and each tenant, guest and invitee of any member or Owner assumes all risks of loss or damage to person or property. All Owners hereby agree to hold Declarant (and

their subsidiaries and affiliated entities), the Association and their successors and assigns, officers, directors, governors, agents and employees, harmless from any injuries, damages, losses, or claims arising from or in connection with the occurrence of any criminal or other unlawful activity of such Owner. Declarant, and Association and their successors and assigns, officers, directors, governors, agents, and employees, shall not be bound by any prior or present terms, statements, representations, conditions, obligations or warranties, oral or written, implied or express, including, but not limited to, the implied warranties of habitability, merchantability and fitness for a particular purpose, which are not contained in this Declaration. Neither Declarant, nor the Association are responsible for the security of the Owners and their family members, tenants, invitees, licensees and guests and the guests, invitees and licensees of their tenants. All Owners are advised to notify the appropriate police or sheriff's department of any and all health and property emergencies in the Community.

(n) Recitals and Exhibits. Each recital set forth and exhibit referenced in this Declaration is incorporated herein and is a part of this Declaration.

(o) Compliance with City Ordinances. Notwithstanding anything herein to the contrary, the terms and provisions of this Declaration shall, in all respects, comply with all applicable Ordinances of the City, Missouri, including but not limited to City Ordinance No. .

[signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Declaration the day and year first above written.

DECLARANT:

a _____

CONSENT OF THE DIRECTORS OF
_____HOMEOWNERS'
ASSOCIATION, a Missouri nonprofit
corporation

Director 1:

Director 2:

Director 3:

Being all of the Directors of the Association

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____, in the year 201____, before me, _____, a Notary Public in and for said State, personally appeared _____, the Duly Authorized Agent of _____, a _____, known to me to be the person who executed the within instrument in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My term expires:

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____, 201__, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is a Director of _____ Homeowners' Association, a Missouri nonprofit corporation, and that the foregoing instrument was signed in behalf of said nonprofit corporation by authority of its Directors, and said _____ acknowledged said instrument to be the free act and deed of said nonprofit corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My term expires:

STATE OF MISSOURI)

**EXHIBIT A
LEGAL DESCRIPTION**

DEVELOPMENT NOTES

- TOTAL AREA OF TRACT: 82.5 ACRES
- EXISTING ZONING: R-1, SINGLE FAMILY RESIDENTIAL
- PROPOSED ZONING: R-1 P.U.D., SINGLE FAMILY RESIDENTIAL
- PROPOSED USES: SINGLE FAMILY HOMES
- NUMBER OF LOTS PROPOSED: 287 LOTS
- PROPERTY OWNERS: HIGHWAY P INVESTMENTS LLC, 5911 W. RIVERSIDE DR., FORT MEYERS, FL 33919
- PER FLOOD INSURANCE RATE MAP PANEL NUMBER 29183C0230G DATED JANUARY 20, 2016, THIS SITE IS ZONED X, DESCRIBED AS AREAS OUTSIDE THE 500-YEAR FLOODPLAIN.
- ALL STREETS ARE TO BE PUBLIC AND CONSTRUCTED PER ST. CHARLES COUNTY SPECIFICATIONS EXCEPT AS MODIFIED BY CITY OF O'FALLON.
- SETBACKS ARE AS FOLLOWS:
FRONT YARD: 25'
SIDE YARD: 6'
REAR YARD: 20' (25' PERIMETER)
- TOPOGRAPHIC INFORMATION IS PER AERIAL TOPOGRAPHY BY SANBORN ASSOCIATES ON U.S.G.S. DATUM.
- BOUNDARY INFORMATION IS PER SURVEY AS COMPILED BY BAX ENGINEERING DURING AUGUST, 2004.
- ONE TREE SHALL BE PLANTED FOR EVERY LOT. TWO TREES FOR CORNER LOTS.
- ALL HOMES SHALL HAVE A MINIMUM OF 2 OFF-STREET PARKING PLACES WITH 2-CAR GARAGES.
- ADDITIONAL LIGHTING MAY BE REQUIRED BY THE CITY OF O'FALLON.
- DETENTION FOR THIS DEVELOPMENT TO BE PROVIDED BY THE BASINS WITHIN THE COMMON GROUND AREAS. DETENTION REQUIREMENTS SHALL BE FOR THE 100YEAR/20 MINUTE STORM AND SHALL BE PROVIDED WITH THE INITIAL PHASE OF THE DEVELOPMENT.
- ALL EXISTING CREEKS, STREAMS, AND DRAINAGE SWALES WILL HAVE AN ASSOCIATED STORM WATER EASEMENT THAT WILL BE PROVIDED ON THE RECORD PLAN.
- ALL NEW UTILITIES WILL BE LOCATED UNDERGROUND.
- A TEN (10) FOOT WIDE GENERAL UTILITY EASEMENT IS REQUIRED ALONG ALL PUBLIC RIGHT-OF-WAYS.
- THE CUL-DE-SAC ADJACENT TO HIGHWAY P SHALL PROVIDE TEMPORARY ACCESS TO THIS SUBDIVISION UNTIL THE STUB STREET IS EXTENDED TO THE FUTURE DEER CREEK EXTENSION AT THE HIGHWAY P INTERSECTION AT WHICH TIME THE TEMPORARY ACCESS WILL BE REMOVED.
- OFFSITE CONSTRUCTION EASEMENTS WILL BE PROVIDED FOR AREAS WHERE GRADING AND OTHER WORK IS PROPOSED OFFSITE.
- ALL RETAINING WALLS WILL BE COVERED BY AN EASEMENT DEDICATED TO THE COBBLESTONE CROSSING HOMEOWNERS ASSOCIATION.
- STREET TREES & TREE PRESERVATION REQUIREMENTS:
TREE PRESERVATION REQUIREMENTS:
TOTAL EXISTING TREE CANOPY: 18.3 AC.
TREES REQUIRED TO BE PRESERVED: 3.7 AC. (20%)
TREES TO BE PRESERVED: 5.0 AC. (27%)

UTILITY CONTACTS

SANITARY SEWER
CITY OF O'FALLON
100 N. MAIN ST.
O'FALLON, MO 63366
CONTACT: 636-281-2858

GAS
LACLEDE GAS COMPANY
6400 GRAHAM ROAD
ST. LOUIS, MO 63134
314-522-2297

WATER
CITY OF O'FALLON
100 N. MAIN ST.
O'FALLON, MO 63366
CONTACT: 636-281-2858

TELEPHONE
CENTURYLINK
1151 CENTURY TEL DR.
WENTZVILLE, MO 63385
636-332-7261

STORM SEWER
CITY OF O'FALLON
100 N. MAIN ST.
O'FALLON, MO 63366
636-281-2858

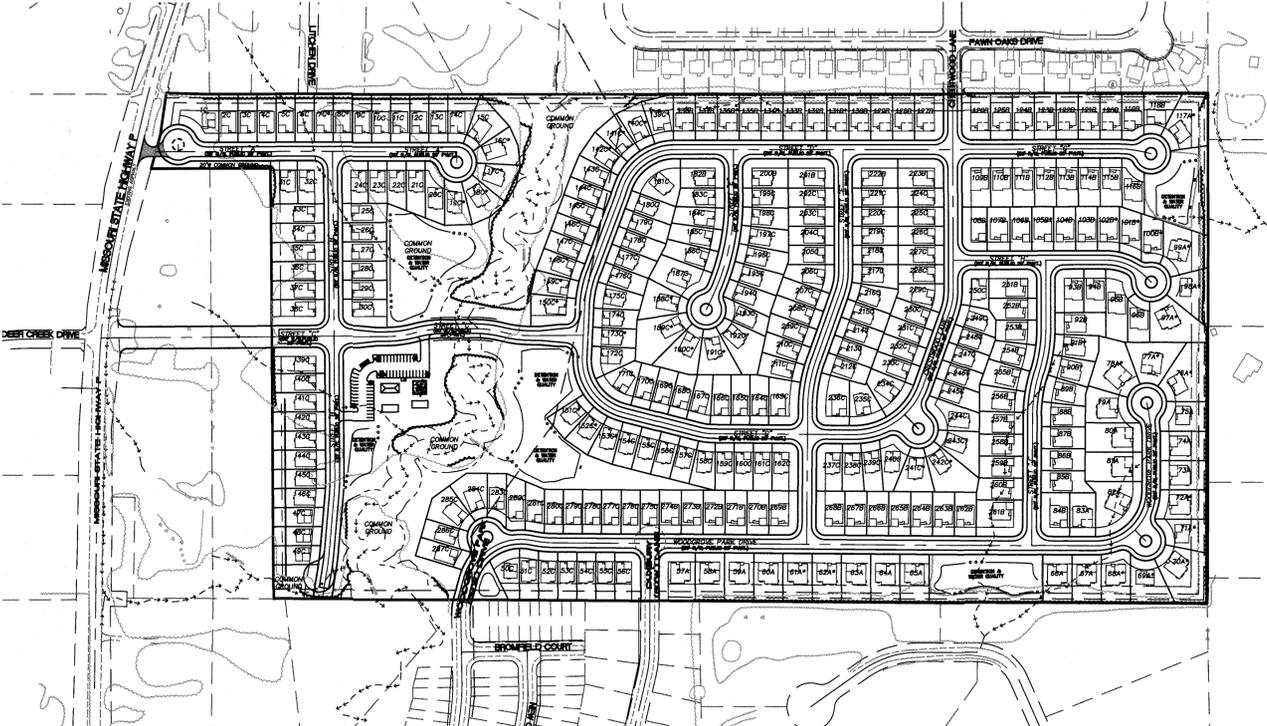
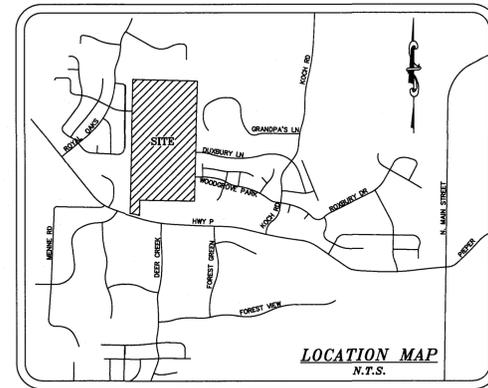
CHARTER COMMUNICATIONS
941 CHARTER COMMONS
TOWN & COUNTRY, MO 63017
1-888-438-2427

AMEREN UE
200 CALLAHAN ROAD
WENTZVILLE, MO 63385
636-639-8312

FIRE DEPARTMENT
O'FALLON FIRE PROTECTION DISTRICT
111 LAURA K DRIVE
O'FALLON, MO 63366
636-272-3493

Cobblestone Crossing

A Tract of Land Being Part of
Section 18, Township 47 North, Range 3 East, of the Fifth Principal Meridian
City of O'Fallon
St. Charles County, Missouri
P.U.D. FINAL PLAN

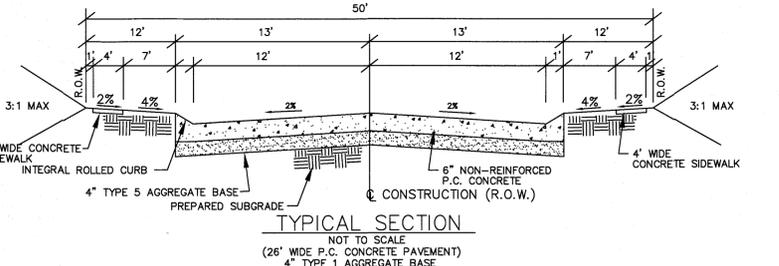


EXISTING	LEGEND	PROPOSED
542	CONTOURS	(542)
X 536	SPOT ELEVATIONS	XXX.X
---	CENTER LINE	---
[Symbol]	BUILDINGS, ETC.	[Symbol]
[Symbol]	TREE LINE	[Symbol]
X X	FENCE	X X X
[Symbol]	SILTATION CONTROL FENCE	[Symbol]
[Symbol]	STORM SEWERS	[Symbol]
[Symbol]	SANITARY SEWERS	[Symbol]
[Symbol]	CATCH BASIN	[Symbol]
[Symbol]	AREA INLET	[Symbol]
[Symbol]	GRATED INLET	[Symbol]
[Symbol]	DOUBLE CURB INLET	[Symbol]
[Symbol]	STORM MANHOLE	[Symbol]
[Symbol]	SANITARY MANHOLE	[Symbol]
[Symbol]	FLARED END SECTION	[Symbol]
[Symbol]	CLEANOUT	[Symbol]
[Symbol]	LATERAL CONNECTION	[Symbol]
[Symbol]	UTILITY OR POWER POLE	[Symbol]
[Symbol]	FIRE HYDRANT	[Symbol]
[Symbol]	TEST HOLE	[Symbol]
[Symbol]	PAVEMENT	[Symbol]
[Symbol]	GAS MAIN & SIZE	(G) (G)
[Symbol]	WATER MAIN & SIZE	(W) (W)
[Symbol]	TELEPHONE	(T) (T)
[Symbol]	ELECTRIC (U) UNDERGROUND	(U) (U)
[Symbol]	ELECTRIC (O) OVERHEAD	(O) (O)
[Symbol]	FIBER OPTIC	(FO) (FO)
[Symbol]	FLOW LINE	[Symbol]
[Symbol]	TO BE REMOVED	TBR
[Symbol]	TO BE REMOVED & RELOCATED/REPLACED	TBRR
[Symbol]	TOP OF CURB	(TC)
[Symbol]	SWALE	[Symbol]
[Symbol]	LIGHT STANDARD	[Symbol]
[Symbol]	STREET SIGN	[Symbol]
[Symbol]	PARKING STALLS	P.S.
[Symbol]	YARD LIGHT	[Symbol]
[Symbol]	W/O ~ DENOTES PROPOSED WALKOUT LOTS	
[Symbol]	STND. ~ DENOTES PROPOSED STANDARD LOTS	
[Symbol]	H.R. ~ DENOTES PROPOSED HANDICAP RAMP	
[Symbol]	W/ TRUNCATED DOME	

KEY MAP
N.T.S.

SHEET INDEX

1.1	COVER SHEET
2.1	FINAL PLAN
3.1	SITE PLAN
4.1	LANDSCAPE PLAN
5.1-5.2	DETAILS



LOT TABLE

80' 'A' LOTS	= 31
60' 'B' LOTS	= 80
52' 'C' LOTS	= 176
TOTAL LOTS	= 287

SITE COVERAGE CALCULATIONS:

TOTAL SITE AREA	82.5 AC.
BUILDING	19.56 AC. (23.7%)
PAVEMENT	11.30 AC. (13.7%)
GREENSPACE	51.64 AC. (62.6%)

DEVIATIONS FROM R-1 ZONING DISTRICT

	R-1 REGULATIONS	PROPOSED
MIN. LOT SIZE	10,000 S.F.	6,200 S.F.
MIN. LOT WIDTH	80 FT.	52 FT.
MIN. LOT DEPTH	100 FT.	20 FT.
REAR YARD	25 FT.	20 FT.
LOT COVERAGE	35%	50%

VILLAGE "A"

MIN. LOT WIDTH	80 FT.
AVERAGE LOT SIZE	11,918 SQ.FT.
SITE COVERAGE	36.2%

VILLAGE "B"

MIN. LOT WIDTH	60 FT.
AVERAGE LOT SIZE	7,592 SQ.FT.
SITE COVERAGE	44.1%

VILLAGE "C"

MIN. LOT WIDTH	52 FT.
AVERAGE LOT SIZE	7,460 SQ.FT.
SITE COVERAGE	44.1%

10 SMALLEST LOTS:

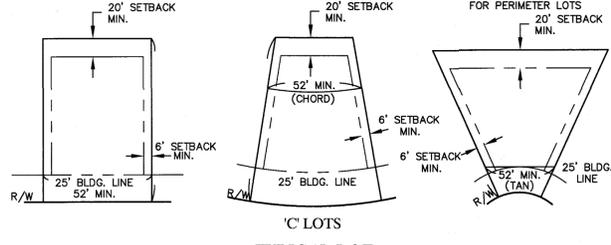
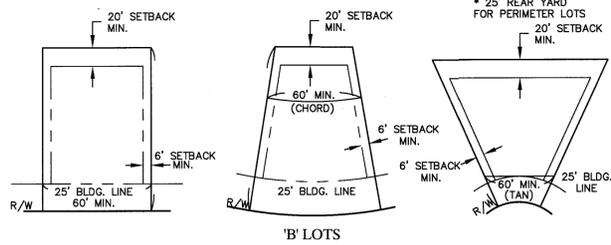
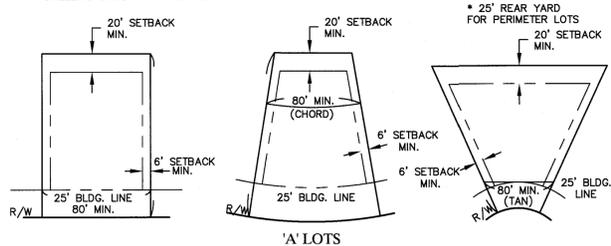
LOT #	LOT SIZE
75A	10,057 SQ.FT.
71A	10,130 SQ.FT.
79A	10,364 SQ.FT.
58A	10,400 SQ.FT.
59A	10,400 SQ.FT.
60A	10,400 SQ.FT.
61A	10,400 SQ.FT.
62A	10,400 SQ.FT.
63A	10,400 SQ.FT.
64A	10,400 SQ.FT.

10 SMALLEST LOTS:

LOT #	LOT SIZE
2538	7,028 SQ.FT.
948	7,160 SQ.FT.
868	7,200 SQ.FT.
878	7,200 SQ.FT.
1038	7,200 SQ.FT.
1048	7,200 SQ.FT.
1058	7,200 SQ.FT.
1068	7,200 SQ.FT.
2588	7,200 SQ.FT.
2598	7,200 SQ.FT.

10 SMALLEST LOTS:

LOT #	LOT SIZE
2488	6,233 SQ.FT.
238	6,240 SQ.FT.
268	6,240 SQ.FT.
278	6,240 SQ.FT.
288	6,240 SQ.FT.
288	6,240 SQ.FT.
1448	6,240 SQ.FT.
1458	6,240 SQ.FT.
1468	6,240 SQ.FT.
1478	6,240 SQ.FT.



PROPERTY DESCRIPTION - OVERALL (AS SURVEYED):

A TRACT OF LAND IN THE EAST HALF OF SECTION 18, TOWNSHIP 47 NORTH, RANGE 3 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF O'FALLON, ST. CHARLES COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A CONCRETE MONUMENT FOUND FOR CENTER OF ABOVE SAID SECTION 18; THENCE ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, SAID CENTERLINE ALSO BEING THE EAST LINE OF A TRACT OF LAND CONVEYED TO TIMOTHY AND CHRISTINE SHULTE, HUSBAND AND WIFE, BY DOCUMENT RECORDED IN DEED BOOK 4819 PAGE 223 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS, THE EAST LINE OF ROYAL OAK PLAT ONE ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12 PAGE 4 OF SAID RECORDS, THE EAST LINE OF THE MEADOW AT ROYAL OAKS ADDITION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 33 PAGE 335 OF SAID RECORDS, AND THE EAST LINE OF ROYAL OAKS ADDITION PLAT 4-A ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 32 PAGE 7 OF SAID RECORDS, NORTH 01°21'43" EAST, 2733.50 FEET TO AN OLD STONE FOUND FOR THE NORTH QUARTER CORNER OF SAID SECTION 18; THENCE LEAVING SAID CENTERLINE AND ALONG THE NORTH LINE OF SAID SECTION 18, SAID LINE ALSO BEING THE SOUTH LINE OF ST. PAUL ESTATE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 20 PAGE 108 OF SAID RECORDS AND THE SOUTH LINE OF THE RESUBDIVISION OF LOTS 4 & 5 OF ST. PAUL ESTATE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 29 PAGE 105 OF SAID RECORDS, SOUTH 88°31'23" EAST, 1318.84 FEET TO THE SOUTHWEST CORNER OF LOT 5 OF SAID RESUBDIVISION, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO LEONARD AND MARY SCHULTE, HUSBAND AND WIFE, BY DOCUMENT RECORDED IN DEED BOOK 1539 PAGE 1072 OF SAID RECORDS; THENCE CONTINUING ALONG SAID NORTH LINE OF SECTION 18, SAID LINE ALSO BEING THE SOUTH LINE OF SAID SCHULTE TRACT, SOUTH 86°44'26" EAST, 69.72 FEET TO A POINT BEING THE NORTHWEST CORNER OF LOT 5 OF ST. PAUL PLACE; ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 32 PAGE 298 OF SAID RECORDS; THENCE LEAVING SAID NORTH LINE OF SECTION 18 AND ALONG THE WEST LINE OF SAID ST. PAUL PLACE AND ITS PROLONGATION, BEING THE WEST LINE OF HYLAND GREEN PLAT FIVE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 43 PAGE 174 OF SAID RECORDS, AND THE WEST LINE OF HYLAND GREEN PLAT EIGHT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 45 PAGE 145 OF SAID RECORDS, SOUTH 01°45'17" WEST, 2011.69 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WOODGROVE PARK DRIVE (50 FEET WIDE), THENCE LEAVING LAST SAID WEST LINE AND CONTINUING ALONG SAID WEST LINE OF HYLAND GREEN PLAT FIVE, SOUTH 01°15'52" WEST, 151.71 FEET TO THE SOUTHWEST CORNER OF COMMON GROUND 'A' OF SAID HYLAND GREEN PLAT FIVE, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO BELINDA KELLERMAN LIVING TRUST BY DOCUMENT RECORDED IN DEED BOOK 6521 PAGE 1283 OF SAID RECORDS, THENCE LEAVING SAID WEST LINE OF HYLAND GREEN PLAT FIVE AND ALONG THE WEST LINE OF SAID KELLERMAN TRACT, SOUTH 01°41'07" WEST, 391.00 FEET TO A POINT BEING THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO RUSSELL AND MARY NAUERT, HUSBAND AND WIFE, BY DOCUMENT RECORDED IN DEED BOOK 4430 PAGE 709 OF SAID RECORDS; THENCE LEAVING LAST SAID WEST LINE AND ALONG THE NORTH LINE OF SAID NAUERT TRACT, NORTH 88°58'29" WEST, 1172.88 FEET, THENCE LEAVING LAST SAID NORTH LINE, SOUTH 01°23'16" WEST, 326.51 FEET TO A POINT ON THE NORTH LINE OF STATE HIGHWAY P (WIDTH VARIES), AS WIDENED, SAID POINT BEING 54.65 FEET PERPENDICULAR DISTANCE NORTHEAST OF THE CENTERLINE OF SAID STATE HIGHWAY P; THENCE ALONG SAID NORTH LINE OF STATE HIGHWAY P THE FOLLOWING COURSES AND DISTANCES: NORTH 73°05'41" WEST, 93.40 FEET AND NORTH 78°03'08" WEST, 111.87 FEET TO A POINT ON SAID NORTH-SOUTH CENTERLINE OF SECTION 18, SAID POINT BEING 52.1 FEET PERPENDICULAR DISTANCE NORTHEAST OF SAID CENTERLINE OF STATE HIGHWAY P; THENCE LEAVING SAID NORTH LINE OF STATE HIGHWAY P AND ALONG SAID NORTH-SOUTH CENTERLINE OF SECTION 18, NORTH 01°26'51" EAST, 113.64 FEET TO THE POINT OF BEGINNING AND CONTAINS 3.995856 ACRES, MORE OR LESS, ACCORDING TO CALCULATIONS PERFORMED BY THE STERLING COMPANY DURING THE MONTH OF OCTOBER, 2016.

REFERENCE BENCHMARK

ELEV=542.80 NAVD88 DATUM (GRS STATION F-149) USC&GS BRASS VERTICAL MARK DISK STAMPED "F 149 1935" SET IN A 6 INCH SQUARE CONCRETE MONUMENT, PROJECTING ABOUT 2.5 INCHES ABOVE THE GROUND SURFACE, LOCATED IN THE NORTHEAST ANGLE OF A RAILROAD CROSSING AT NORTH MAIN STREET, SOUTH OF THE ENTRANCE TO THE CITY OF O'FALLON MUNICIPAL CENTER. IT IS 46.5 FEET NORTH OF THE CENTER OF THE TRACKS; 2.4 FEET EAST OF A GUY POLE; 9.3 FEET EAST OF THE EAST EDGE OF SIDEWALK AND 5.7 FEET SOUTHWEST OF A PLASTIC BURIED CABLE MARKER AND PEDESTAL.

SITE BENCHMARK

ELEV=540.64 FOUND IRON PIPE AT THE SOUTHEAST CORNER OF SUBJECT PROPERTY.

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT WE HAVE, DURING THE MONTH OF SEPTEMBER, 2016, AT THE REQUEST OF MCBRIDE & SON HOMES, INC., PREPARED A FINAL PLAN OF "COBBLESTONE CROSSING", A TRACT OF LAND BEING PART OF SECTION 18, TOWNSHIP 47 NORTH, RANGE 3 EAST, CITY OF O'FALLON ST. CHARLES COUNTY, MISSOURI.
THIS PLAN IS NOT A SURVEY AND DOES NOT MEET THE "MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" (10 CSR 30-2 AND 4 CSR 30-16 EFFECTIVE DATE DECEMBER 30, 1994).

THE STERLING COMPANY

George J. Gower - Vice President
MO. Reg. L.S. #2336

ISSUE REMARKS/DATE

1	12/02/2016 INITIAL SUBMITTAL
---	------------------------------

McBride & Son Homes, Inc.
16091 Swingley Ridge Road, Suite 300
Chestertown, Missouri 63017
Ph. (636) 537-2000
Fax (636) 537-2546
www.mcbriدهomes.com

THE STERLING CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-487-0440 Fax 314-487-8944
www.sterling-eng-survey.com
Corporate Certificate of Authority #001348

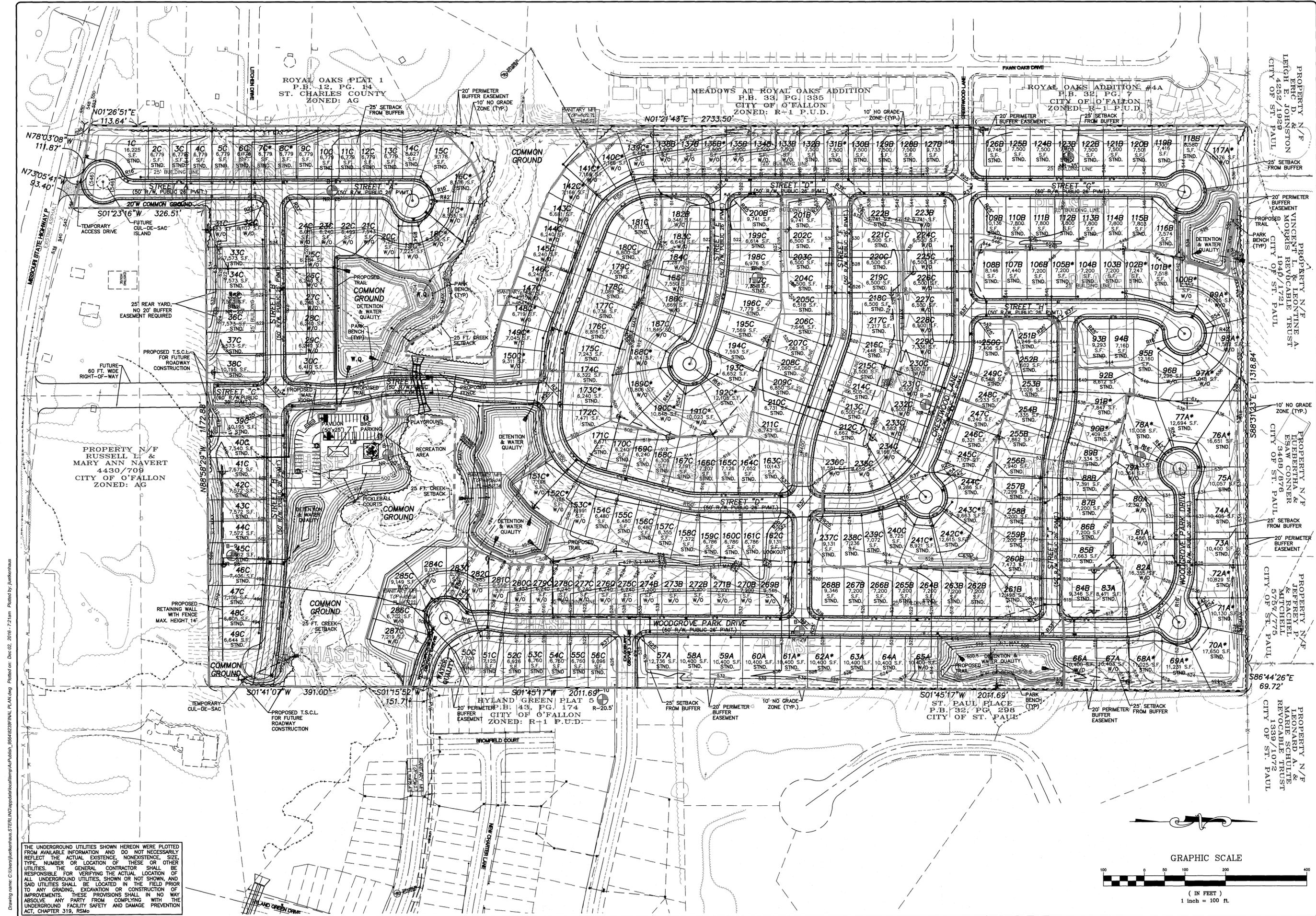
Cobblestone Crossing
O'Fallon, Missouri
COVER SHEET

The Professional Engineer's seal and signature placed on this sheet applies only to the material and items shown on the seal. The Engineer is not responsible for any errors or omissions on any other sheets or drawings not attached to this seal and signature and not the responsibility of the Engineer.

Date: 12-02-2016
MICHAEL G. BOERDING
License No. MO E-28643
Civil Engineer

Job Number: 16-08-239
Date: Dec. 2, 2016
Designed: MF Sheet
Drawn: SL 1.1
Checked: PRE

Drawing name: C:\Users\jgouderhaus\STERLING\Projects\Cobblestone Crossing\Drawings\65046203\FINAL PLAN.dwg Plotted on: Dec 02, 2016 7:22 am Plotted by: jgouderhaus



Drawing name: C:\Users\jankovskas\Documents\STERLING\Projects\Cobblestone Crossing\PLN.dwg
 Date: 12-02-2016 7:21am
 Plotted by: jankovskas

THE UNDERGROUND UTILITIES SHOWN HEREON WERE PLOTTED FROM AVAILABLE INFORMATION AND DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NONEXISTENCE, SIZE, TYPE, NUMBER OR LOCATION OF THESE OR OTHER UTILITIES. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND UTILITIES, SHOWN OR NOT SHOWN, AND SAID UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319, RSMo

ISSUE	REMARKS/DATE
1	12/02/2016 INITIAL SUBMITTAL

McBride & Son Homes, Inc.
 16091 Swingley Ridge Road, Suite 300
 Chesterfield, Missouri 63017
 Ph. (636) 537-2546
 Fax (636) 537-2546
 www.mcbridehomes.com

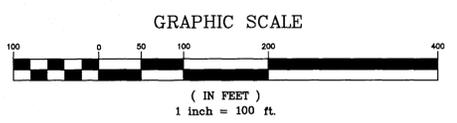
THE STERLING CO
ENGINEERS & SURVEYORS
 5055 New Baumgartner Road
 St. Louis, Missouri 63129
 Ph. 314.487.0440 Fax 314.487.8944
 www.sterling-eng-srv.com
 Corporate Certificate of Authority #001546

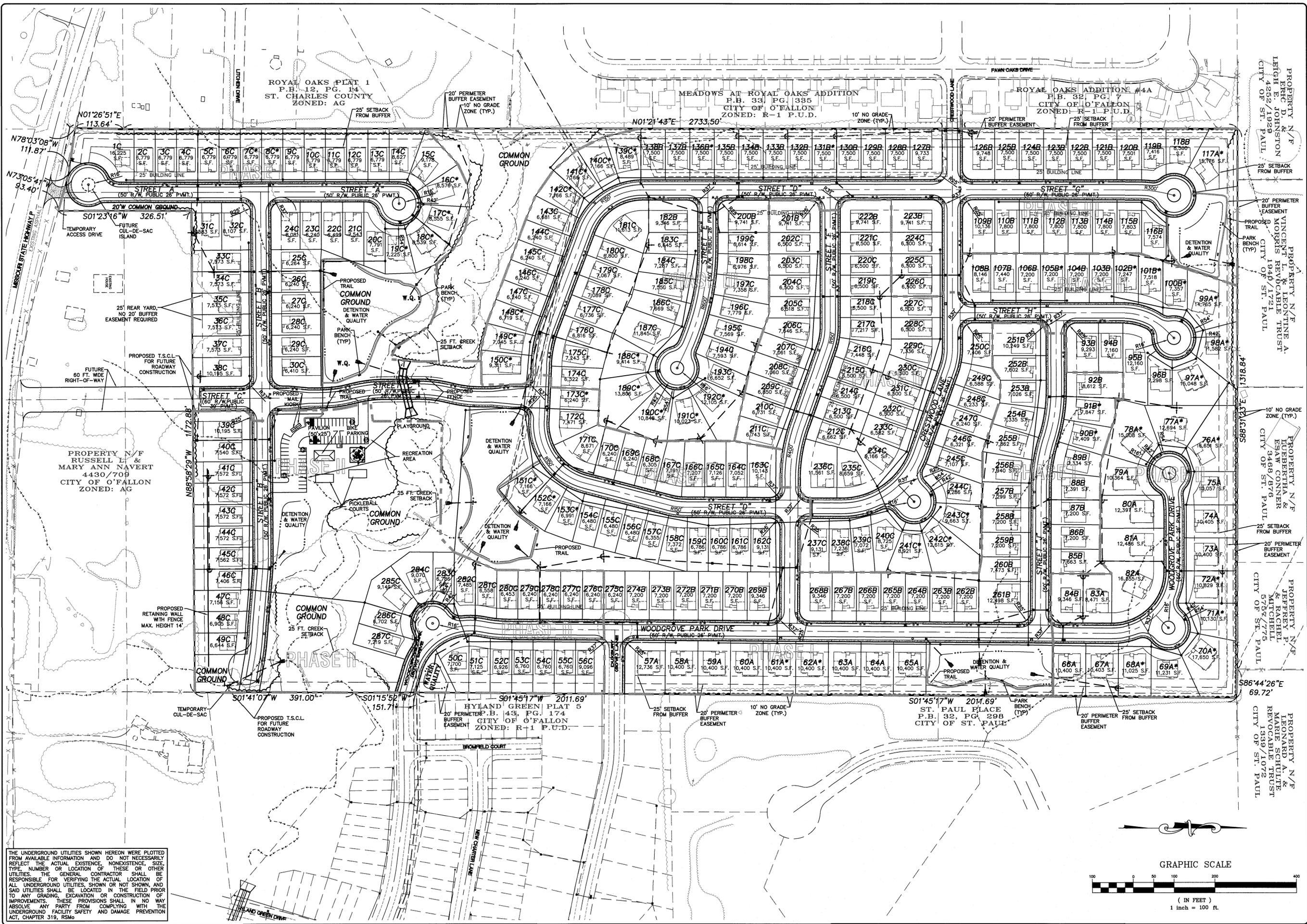
Cobblestone Crossing
 O'Fallon, Missouri
FINAL PLAN

The Professional Engineer's seal and signature affixed to this sheet shall be valid only for the material and items shown on this sheet. All drawing instruments and other documents not attached to this sheet and signature shall not be considered approved by the engineer, and the engineer accepts no responsibility and all responsibility for such plans, drawings or documents not attached to this sheet and signature.

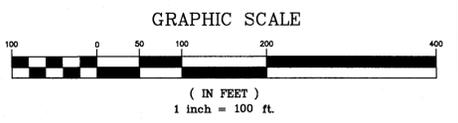
Date: 12-02-2016
 MICHAEL G. BOERDING
 License No. MO E-28643
 Civil Engineer

Job Number: 16-08-239
 Date: Dec. 2, 2016
 Designed: MF Sheet
 Drawn: SL
 Checked: PRE





THE UNDERGROUND UTILITIES SHOWN HEREON WERE PLOTTED FROM AVAILABLE INFORMATION AND DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NONEXISTENCE, SIZE, TYPE, NUMBER OR LOCATION OF THESE OR OTHER UTILITIES. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND UTILITIES, SHOWN OR NOT SHOWN, AND SAID UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319, RSMo



ISSUE/REVISIONS
1 12/02/2016 INITIAL SUBMITTAL

PROPERTY N/E
ERIC D. & JOHNSON
LEIGH E. JOHNSON
4252/1929
CITY OF ST. PAUL

PROPERTY N/E
VINCENT I. & ADRIANNE A. MORRIS
REVO 1722
CITY OF ST. PAUL

PROPERTY N/E
HUBERTHA & ESABERGER
3668 ST. PAUL
CITY OF ST. PAUL

PROPERTY N/E
JEFFREY L. & MICHELLE M. MITCHELL
5757/775
CITY OF ST. PAUL

PROPERTY N/E
LEONARD A. & MARIE HELENE REVO
839/1072
CITY OF ST. PAUL

THE STERLING CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph. (636) 537-8944
www.sterling-eng-survey.com
Corporate Certificate of Authority #001348

Cobblestone Crossing
O'Fallon, Missouri

Date: 12-02-2016
MICHAEL G. BOERDING
License No. MO E-28643
Civil Engineer

Job Number
16-08-239
Date
Dec. 2, 2016
Designed: ML
Drawn: SL
Checked: PRE

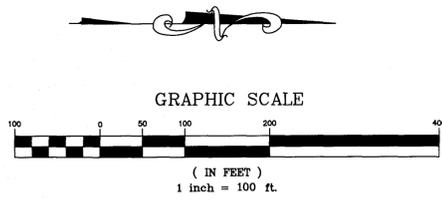
McBride & Son Homes, Inc.
16091 Swingle Ridge Road, Suite 300
Chestertown, Missouri 63017
Ph. (636) 537-2000
Fax (636) 537-2546
www.mcbriدهomes.com

SITE PLAN

Drawing name: C:\Users\junkerhaus\Documents\STERLING\ING\app\local\temp\app\p\block_06d462323f9f1d41_Plan.dwg Plotted on: Dec 02, 2016 - 7:22am Plotted by: junkerhaus



THE UNDERGROUND UTILITIES SHOWN HEREON WERE PLOTTED FROM AVAILABLE INFORMATION AND DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NONEXISTENCE, SIZE, TYPE, NUMBER OR LOCATION OF THESE OR OTHER UTILITIES. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND UTILITIES, SHOWN OR NOT SHOWN, AND SAID UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319, RSMo



PROPERTY N/F ERIC D. JOHNSON LEIGH E. JOHNSON CITY OF ST. PAUL
PROPERTY N/F VINCENT REVOCABLE TRUST & MORRIS 1940/1721 CITY OF ST. PAUL
PROPERTY N/F LORRAINE A. & EDWARD CONNER 3468/876 CITY OF ST. PAUL
PROPERTY N/F JIM PERREY P. & RACHEL MITCHELL 5752/775 CITY OF ST. PAUL
PROPERTY N/F LORRAINE A. & MERLE SCHULTE REVOCABLE TRUST 1339/1072 CITY OF ST. PAUL

ROYAL OAKS PLAT 1 P.B. 12, PG. 14 ST. CHARLES COUNTY ZONED: AG

MEADOWS AT ROYAL OAKS ADDITION P.B. 33, PG. 1335 CITY OF O'FALLON ZONED: R-1 P.U.D.

ROYAL OAKS ADDITION #4A P.B. 32, PG. 7 CITY OF O'FALLON ZONED: R-1 P.U.D.

HYLAND GREEN PLAT 5 P.B. 43, PG. 174 CITY OF O'FALLON ZONED: R-1 P.U.D.

ST. PAUL PLACE P.B. 32, PG. 298 CITY OF ST. PAUL

ISSUE REMARKS/DATE

1	12/02/2016 INITIAL SUBMITTAL
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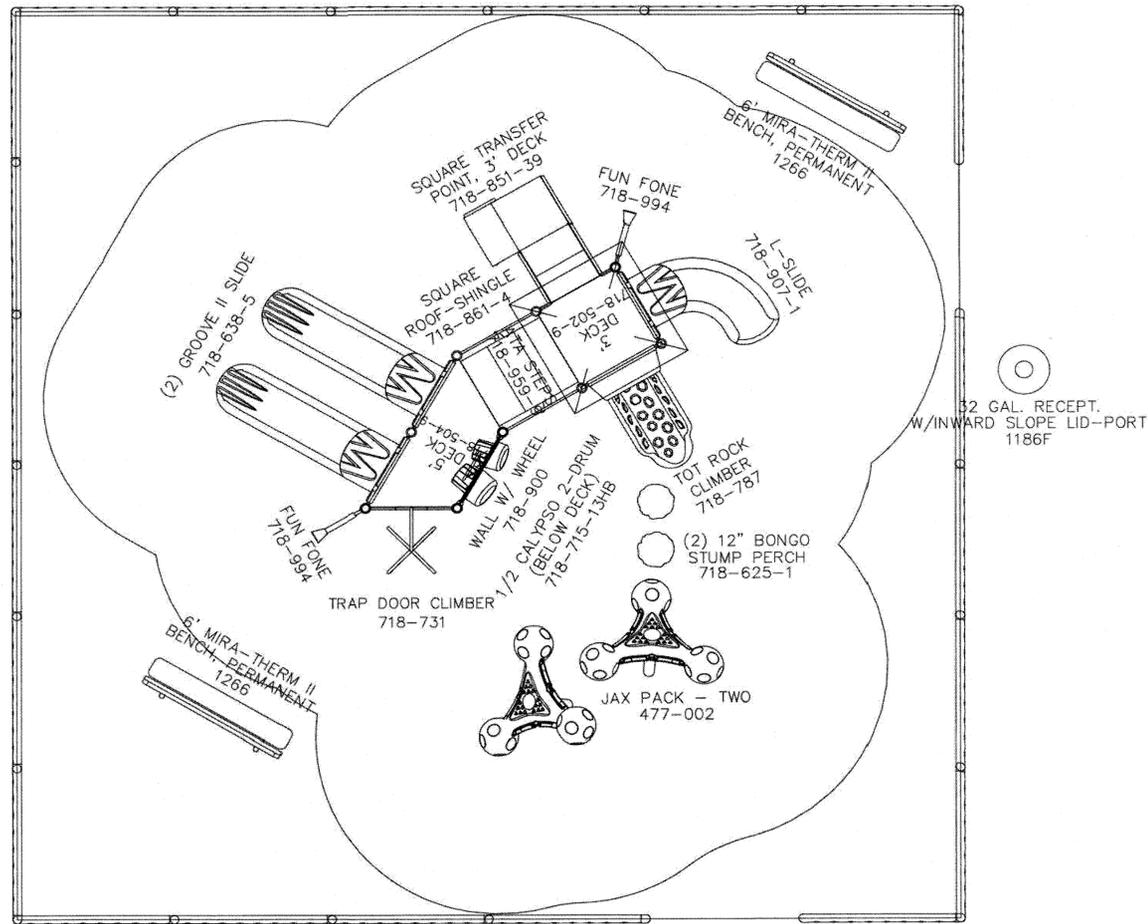
McBride & Son Homes, Inc.
16091 Swingley Ridge Road, Suite 300
Chesterfield, Missouri 63017
Ph. (636) 537-2000
Fax (636) 537-2546
www.mcbridehomes.com

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www.sterling-eng-sur.com
Corporate Certificate of Authority #001348

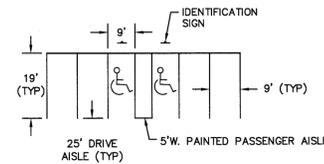
Cobblestone Crossing
O'Fallon, Missouri
LANDSCAPE PLAN

Professional Engineer's seal and signature of Michael G. Boerding, License No. MO E-28643, Civil Engineer.

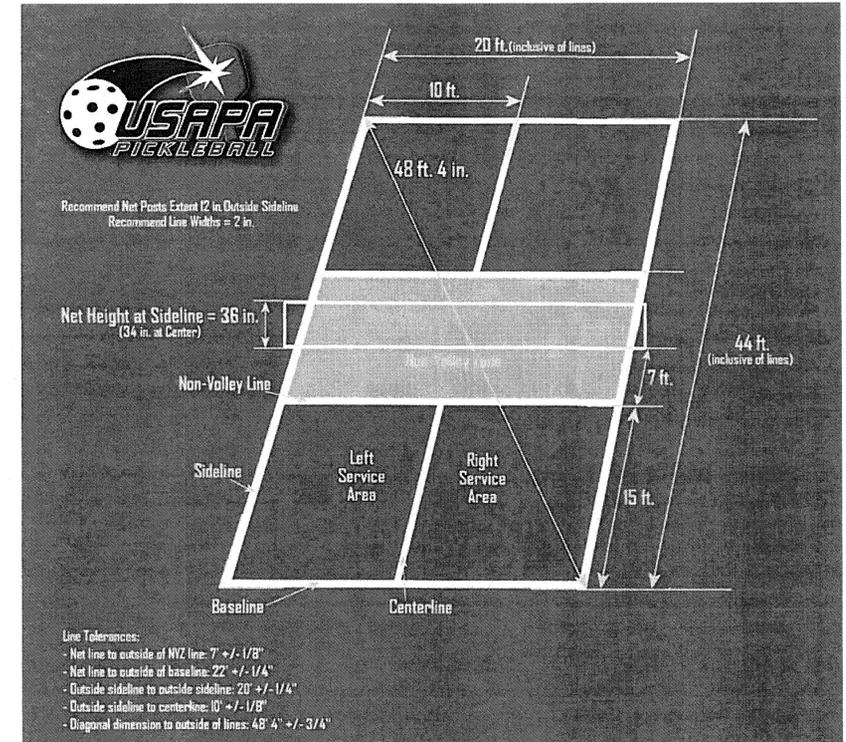
Date: 12-02-2016
MICHAEL G. BOERDING
License No. MO E-28643
Civil Engineer
Job Number: 16-08-239
Date: Dec. 2, 2016
Designed: MF Sheet
Drawn: SL 4.1
Checked: PRE



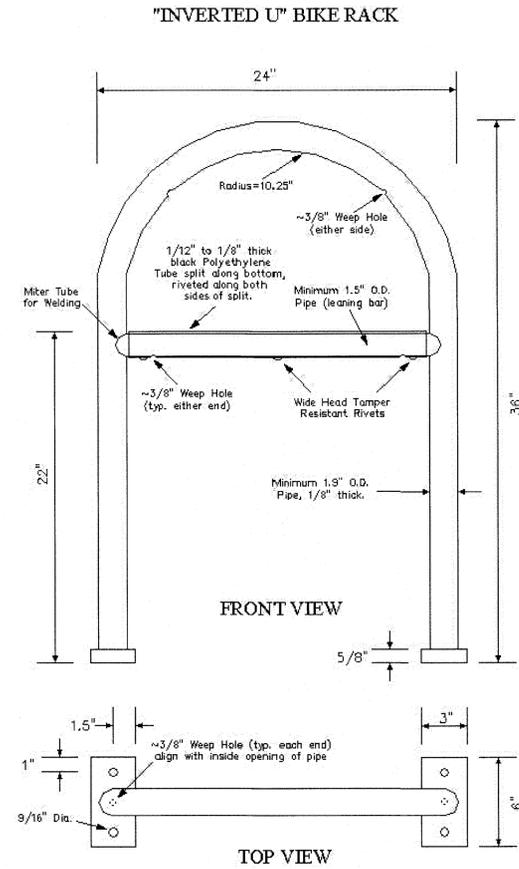
TOT LOT LAYOUT
NO SCALE



PARKING LAYOUT
NO SCALE



PICKLEBALL COURT LAYOUT
NO SCALE



BIKE RACK DETAIL
NO SCALE

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ISSUE REMARKS/DATE
1 12/02/2016 INITIAL SUBMITTAL

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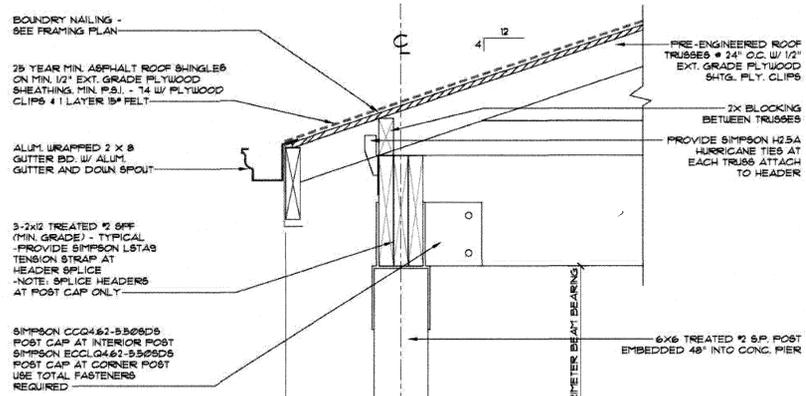
Cobblestone Crossing
O'Fallon, Missouri
Details

The Professional Engineer's seal and signature affixed to this sheet applies only to the material and items shown on this sheet. All drawings, instructions or other documents not exhibiting this seal and signature shall not be considered prepared by this engineer, and the engineer expressly disclaims any and all responsibility for such plans, drawings or documents not exhibiting this seal and signature.

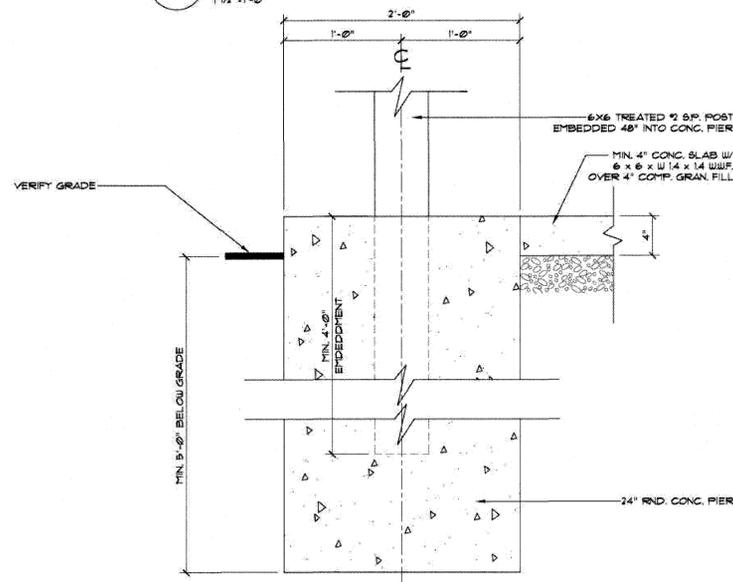
Professional Engineer Seal for Michael G. Boerding, License No. MO E-28643, Civil Engineer, O'Fallon, Missouri.

Date: 12-02-2016
MICHAEL G. BOERDING
License No. MO E-28643
Civil Engineer

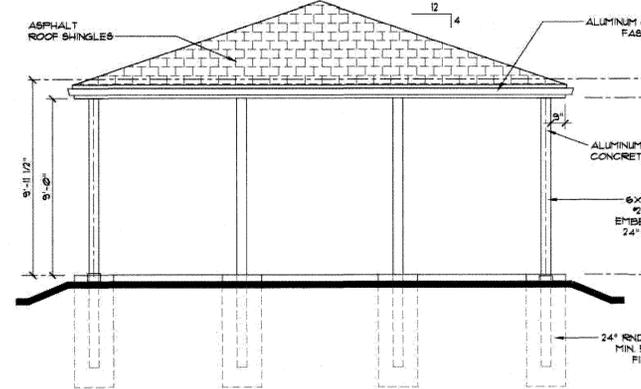
Job Number: 16-08-239
Date: Dec. 2, 2016
Designed: MF Sheet
Drawn: SL 5.1
Checked: PRE



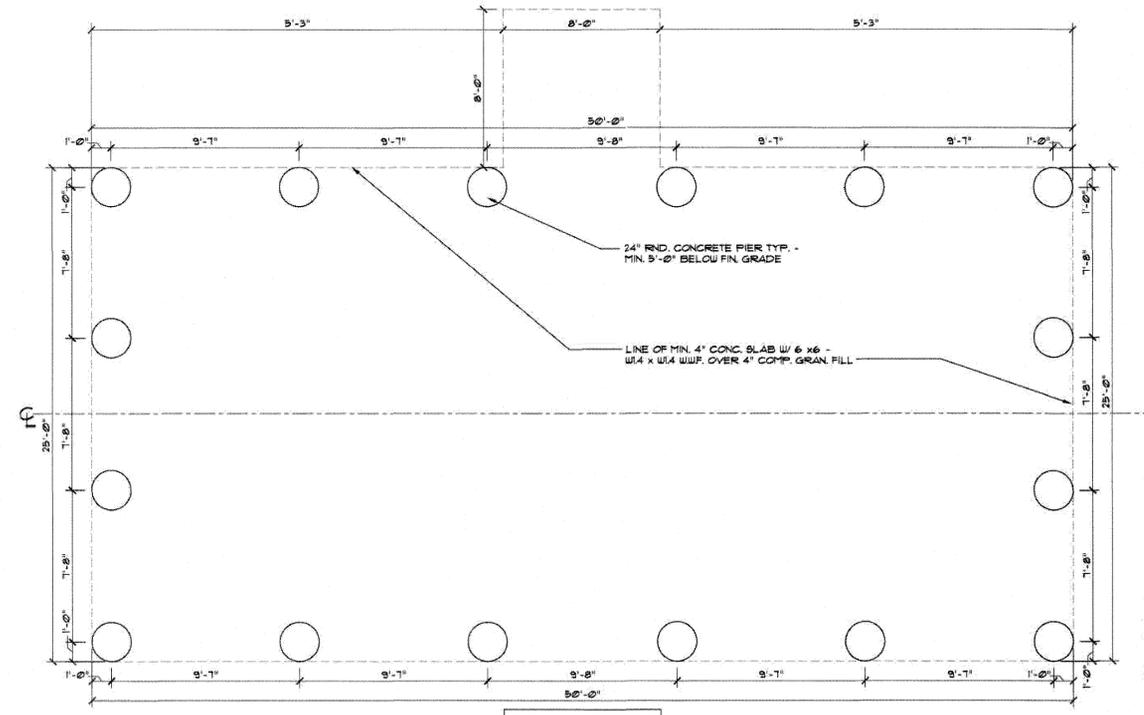
2
DETAIL AT ROOF AND COLUMN CONNECTION
 1/2"=1'-0"



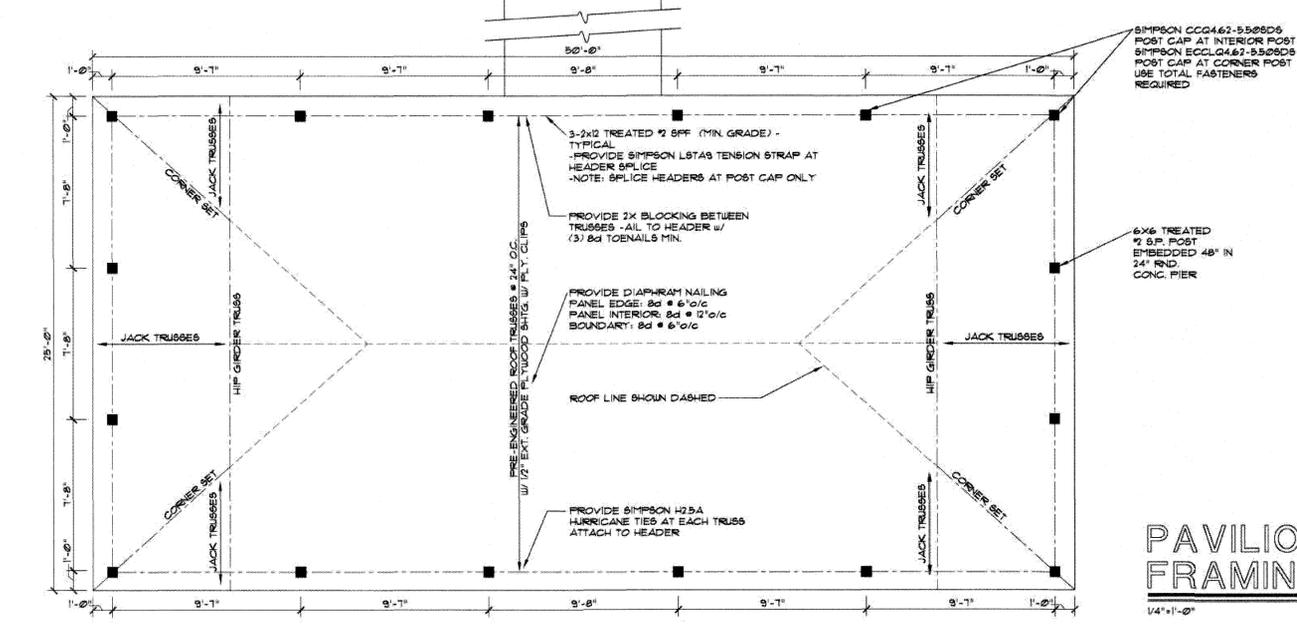
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DETAIL AT FOOTING AND COLUMN CONNECTION
 1/2"=1'-0"



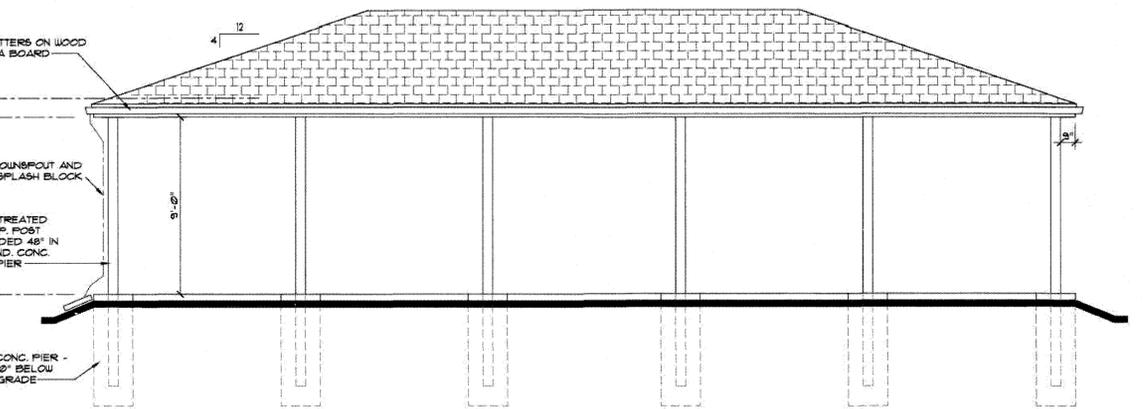
TYPICAL END PAVILION ELEV.
 1/4"=1'-0"



PAVILION FOUNDATION PLAN
 1/4"=1'-0"



PAVILION FRAMING PLAN
 1/4"=1'-0"



TYPICAL SIDE PAVILION ELEVATION
 1/4"=1'-0"

ISSUE	REMARKS/DATE
1	12/02/2016 INITIAL SUBMITTAL

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 Chesterfield, Missouri 63017
 Ph. (636) 537-2000
 Fax (636) 537-2646
 www.mcbriدهomes.com

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Cobblestone Crossing
 O'Fallon, Missouri

Job Number	16-08-239
Date	Dec. 2, 2016
Designed MF	Sheet
Drawn SL	5.2
Checked:	PRE

Drawing name: C:\Users\jankenhauhaus\STERLING\projects\1608239\FINAL PLAN.dwg Plotted on: Dec 02, 2016 - 7:22am Plotted by: jankenhauhaus

City of O'Fallon Planning and Development Department

100 North Main Street
O'Fallon, Missouri 63366
www.ofallon.mo.us



For additional information send inquiries to:
E-mail: tcoffman@ofallon.mo.us or call (636) 379-5544

Conditional Use Permit/Conditional-Approval Application

OFFICE USE ONLY

Date of Initial Submittal: _____ Case No.: _____ Application Fee \$100.00 Paid: _____

Subject Property Information (Please Type or Print all requested information):

Property Location (Including Address, if applicable): Lot 2 of "Keeven Highway K Subdivision"
Proposed Use of Property: Automobile and Motor Vehicle Sales
Current Zoning: C-2 General Business District Proposed Zoning (If Applicable): N/A

Contact Information:

Applicant:

Name: Lou Fusz Properties, L.L.C.
Contact Person: Mark Mercer
Address: 3480 Hwy. K
City/State/Zip: O'Fallon, MO 63368
Phone: (877) 348-8310
E-mail: mmercercer@fusz.com

Property Owner:

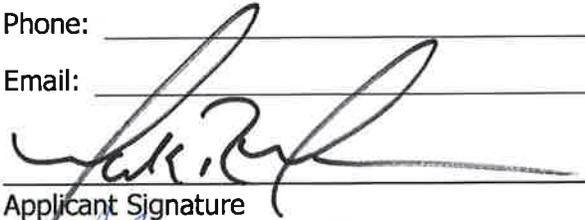
Name: Keeven Mark F. Revocable Trust
Contact Person: Mark Keeven
Address: P.O. Box 248
City/State/Zip: O'Fallon, MO 63366
Phone: (636) 240-6344
E-mail: mfkeeven@yahoo.com

Contract Purchaser (if applicable):

Name: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

Engineer:

Name: Bax Engineering Company
Contact Person: Larry Walker
Address: 221 Point West Boulevard
City/State/Zip: St. Charles, MO 63301
Phone: (636) 928-5552
Email: lwalker@baxengineering.com


Applicant Signature


Owner Signature

12/01/16
Date

12/01/16
Date

City of O'Fallon Planning and Development Department

100 North Main Street
O'Fallon, Missouri 63366
www.ofallon.mo.us



For additional information send inquiries to:
E-mail: tcoffman@ofallon.mo.us or call (636) 379-5544

Site Plan Application

OFFICE USE ONLY

Date of Initial Submittal: _____ Case No.: _____ Application Fee \$150.00 Paid: _____

Subject Property Information (Please Type or Print all requested information):

Property Location (Including Address, if applicable): Lot 2 of "Keeven Highway K Subdivision"
Proposed Use of Property: Automobile and Motor Vehicle Sales
Current Zoning: C-2 General Business District Proposed Zoning (If Applicable): N/A

Contact Information:

Applicant:

Name: Lou Fusz Properties, L.L.C.
Contact Person: Mark Mercer
Address: 3480 Hwy. K
City/State/Zip: O'Fallon, MO 63368
Phone: (877) 348-8310
E-mail: mmercercer@fuszcom

Property Owner:

Name: Keeven Mark F. Revocable Trust
Contact Person: Mark Keeven
Address: P.O. Box 248
City/State/Zip: O'Fallon, MO 63366
Phone: (636) 240-6344
E-mail: mfkeeven@yahoo.com

Contract Purchaser (if applicable):

Name: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

Engineer:

Name: Bax Engineering Company
Contact Person: Larry Walker
Address: 221 Point West Boulevard
City/State/Zip: St. Charles, MO 63301
Phone: (636) 928-5552
Email: lwalker@baxengineering.com

Applicant Signature

Owner Signature

12/01/16
Date

12/01/16
Date

A PRELIMINARY SITE PLAN FOR Lou Fusz Jeep

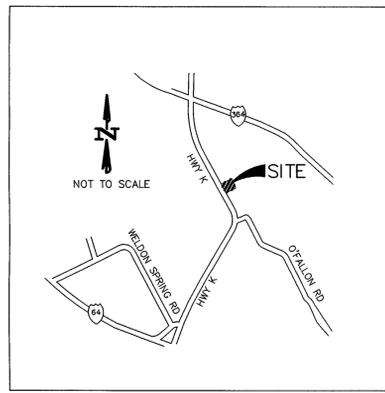
A TRACT OF LAND BEING ALL OF LOT 2 OF "KEEVEN HIGHWAY K SUBDIVISION"
PLAT BOOK 42 PAGE 169
IN U.S. SURVEY 1696
TOWNSHIP 46 NORTH, RANGE 3 EAST
CITY OF O'FALLON
ST. CHARLES COUNTY, MISSOURI

Development Notes:

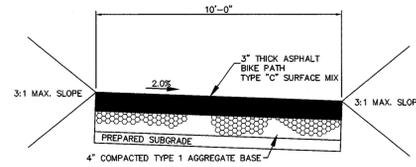
- AREA OF TRACT: 4.289 ACRES
- THIS PROPERTY IS REFERENCED AS PARCEL I.D. NUMBER 2-0128-9856-00-0002.0000000 OF THE ST. CHARLES COUNTY ASSESSOR'S OFFICE.
- SITE ADDRESS: 3470 HIGHWAY K O'FALLON, MISSOURI 63368
- EXISTING ZONING: C-2 GENERAL BUSINESS DISTRICT, CITY OF O'FALLON
- PROPOSED USE: AUTOMOBILE AND MOTOR VEHICLE SALES
- OWNER: KEEVEN MARK F. REVOCABLE TRUST 1 BROOK VIEW COURT O'FALLON, MISSOURI 63368
- YARD AND SETBACK REQUIREMENTS:
FRONT YARD = 25 FEET
SIDE YARD = NONE, EXCEPT WHERE SIDE ABUTS SIDE LINE OF LOT IN RESIDENTIAL OR OFFICE DISTRICT THEN PROVIDE SAME AS REQUIRED IN DISTRICT IT ABUTS.
REAR YARD = NONE, EXCEPT WHEN ABUTTING RESIDENTIAL OR OFFICE DISTRICT THEN PROVIDE 10 FEET
MAXIMUM HEIGHT = 50 FEET
- SITE COVERAGE:
SITE = 186,810 SQ. FT. (4.289 ACRES)
TOTAL BUILDING = 27,998 SQ. FT. = 15%
TOTAL PAVEMENT = 121,258 SQ. FT. = 65%
TOTAL EXISTING GRAVEL ROAD = 8,830 SQ. FT. = 5%
TOTAL GREENSPACE = 28,764 SQ. FT. = 15%
- PARKING CALCULATIONS:
1 SPACE PER EMPLOYEE
1 SPACE PER 500 SQ. FT. SERVICE FLOOR AREA
1 SPACE PER 400 SQ. FT. INDOOR DISPLAY AREA
1 SPACE PER 3,000 SQ. FT. OUTDOOR DISPLAY LOT

A PRELIMINARY SITE PLAN FOR
LOU FUSZ JEEP
 3470 HIGHWAY K
 O'FALLON, ST. CHARLES COUNTY, MISSOURI, 63368

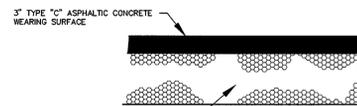
PREPARED FOR:
 S.J. HOLLANDER ARCHITECT P.C.
 ST. CHARLES, MISSOURI 63301
 (636) 947-4140



Locator Map

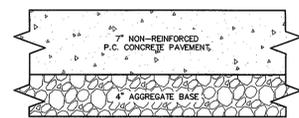


MULTI-USE TRAIL DETAIL
NOT TO SCALE



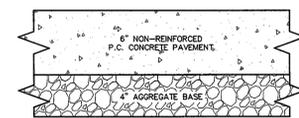
ASPHALT PAVEMENT DETAIL
NOT TO SCALE

- THE ASPHALT SURFACE SHALL BE COMPACTED TO 98% MAXIMUM DENSITY.
- ALL GRANULAR ROLLED STONE BASE UNDER PROPOSED CONCRETE MUST BE COMPACTED TO 100% OF THE MAXIMUM DENSITY AS DETERMINED BY THE STANDARD PROCTOR TEST AASHTO T-99.



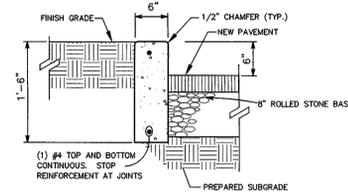
7" CONCRETE PAVEMENT DETAIL
NOT TO SCALE

- ALL GRANULAR ROLLED STONE BASE UNDER PROPOSED CONCRETE MUST BE COMPACTED TO 100% OF THE MAXIMUM DENSITY AS DETERMINED BY THE STANDARD PROCTOR TEST AASHTO T-99. CONCRETE COMPRESSIVE STRENGTH SHALL BE 4000 PSI IN 28 DAYS.



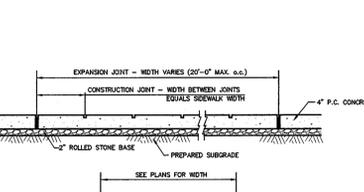
6" CONCRETE PAVEMENT DETAIL
NOT TO SCALE

- ALL GRANULAR ROLLED STONE BASE UNDER PROPOSED CONCRETE MUST BE COMPACTED TO 100% OF THE MAXIMUM DENSITY AS DETERMINED BY THE STANDARD PROCTOR TEST AASHTO T-99. CONCRETE COMPRESSIVE STRENGTH SHALL BE 4000 PSI IN 28 DAYS.



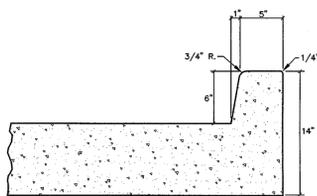
CONCRETE CURB DETAIL
NOT TO SCALE

- ALL GRANULAR ROLLED STONE BASE UNDER PROPOSED CONCRETE MUST BE COMPACTED TO 100% OF THE MAXIMUM DENSITY AS DETERMINED BY THE STANDARD PROCTOR TEST AASHTO T-99. CONCRETE COMPRESSIVE STRENGTH SHALL BE 4000 PSI IN 28 DAYS.



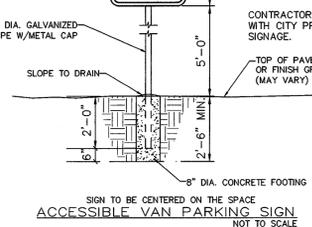
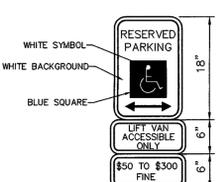
CONCRETE SIDEWALK DETAIL
NOT TO SCALE

- ALL GRANULAR ROLLED STONE BASE UNDER PROPOSED CONCRETE MUST BE COMPACTED TO 100% OF THE MAXIMUM DENSITY AS DETERMINED BY THE STANDARD PROCTOR TEST AASHTO T-99. CONCRETE COMPRESSIVE STRENGTH SHALL BE 4000 PSI IN 28 DAYS.



TYPE "A" INTEGRAL CURB
N.T.S.

- ALL GRANULAR ROLLED STONE BASE UNDER PROPOSED CONCRETE MUST BE COMPACTED TO 100% OF THE MAXIMUM DENSITY AS DETERMINED BY THE STANDARD PROCTOR TEST AASHTO T-99. CONCRETE COMPRESSIVE STRENGTH SHALL BE 4000 PSI IN 28 DAYS.



ACCESSIBLE VAN PARKING SIGN
NOT TO SCALE

SIGN DESIGNATIONS ARE FROM THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

STANDARD SIGN FACE, STANDARD HIGHWAY DEPARTMENT, OR CITY STREET DEPARTMENT GAUGE, LETTERS AND BORDERS ARE GREEN, THE HANDICAP LOGO SQUARE IS BLUE AND THE BACKGROUND IS WHITE, GALVANIZED PIPE POST 9'-6" LONG, SET 2'-0" INTO GRADE, SET BOTTOM OF "FINE" SIGN 5'-0" ABOVE FINISHED GRADE.

REFER TO NOTE RN#19 ON SHT. 2 FOR POST, BACK, AND BRACKET COLOR.

CONTRACTOR TO VERIFY ALL SIGNAGE WITH CITY PRIOR TO ORDERING ALL SIGNAGE.

TOP OF PAVEMENT OR FINISH GRADE (MAY VARY)

8" DIA. CONCRETE FOOTING

SIGN TO BE CENTERED ON THE SPACE



ACCESSIBLE CAR PARKING SIGN
NOT TO SCALE

SIGN DESIGNATIONS ARE FROM THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

STANDARD SIGN FACE, STANDARD HIGHWAY DEPARTMENT, OR CITY STREET DEPARTMENT GAUGE, LETTERS AND BORDERS ARE GREEN, THE HANDICAP LOGO SQUARE IS BLUE AND THE BACKGROUND IS WHITE.

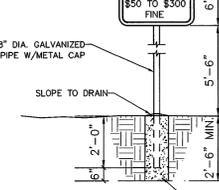
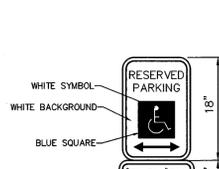
REFER TO NOTE RN#19 ON SHT. 2 FOR POST, BACK, AND BRACKET COLOR.

CONTRACTOR TO VERIFY ALL SIGNAGE WITH CITY PRIOR TO ORDERING ALL SIGNAGE.

TOP OF PAVEMENT OR FINISH GRADE (MAY VARY)

8" DIA. CONCRETE FOOTING

SIGN TO BE CENTERED ON THE SPACE



ACCESSIBLE CAR PARKING SIGN
NOT TO SCALE

SIGN DESIGNATIONS ARE FROM THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

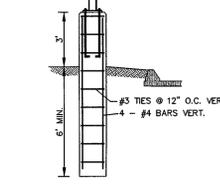
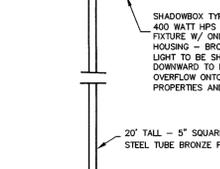
STANDARD SIGN FACE, STANDARD HIGHWAY DEPARTMENT, OR CITY STREET DEPARTMENT GAUGE, LETTERS AND BORDERS ARE GREEN, THE HANDICAP LOGO SQUARE IS BLUE AND THE BACKGROUND IS WHITE, GALVANIZED PIPE POST 9'-6" LONG, SET 2'-0" INTO GRADE, SET BOTTOM OF "FINE" SIGN 5'-0" ABOVE FINISHED GRADE.

CONTRACTOR TO VERIFY ALL SIGNAGE WITH CITY PRIOR TO ORDERING ALL SIGNAGE.

TOP OF PAVEMENT OR FINISH GRADE (MAY VARY)

8" DIA. CONCRETE FOOTING

SIGN TO BE CENTERED ON THE SPACE



LIGHT POLE & BASE
NOT TO SCALE

Legend

600.00	EXISTING LABELS	FLARED END SECTION	MAILBOX
600.00	PROPOSED LABELS	CURB/AREA INLET	SIGN
CI	SINGLE CURB INLET	DOUBLE CURB/AREA INLET	UTILITY BOX
DCI	DOUBLE CURB INLET	GRATED INLET	TREE
AI	AREA INLET	DOUBLE GRATED INLET	POWER POLE
DAI	DOUBLE AREA INLET	STORM SEWER MANHOLE	GUY WIRE
GI	GRATE INLET	SANITARY SEWER MANHOLE	LIGHT STANDARD
DGI	DOUBLE GRATE INLET	ELECTRIC BOX	BENCHMARK
MH	MANHOLE	ELECTRIC TRANSFORMER	L.A. LANDSCAPED AREA
FE	FLARED END SECTION	TRAFFIC CONTROL BOX	— UGE — BURIED ELECTRIC
EP	END PIPE	TELEPHONE CABLE PEDESTAL	— OHW — OVERHEAD UTILITIES
CP	CONCRETE PIPE	TELEPHONE BOX	— GAS — BURIED GAS
RCP	REINFORCED CONCRETE PIPE	ENTR	— W — BURIED WATER
CMP	CORRUGATED METAL PIPE	QMR	— T — BURIED TELEPHONE
CPP	CORRUGATED PLASTIC PIPE	QMR	— SAN — SANITARY SEWER
PVC	POLY VINYL CHLORIDE (PLASTIC)	WATER	○ FOUND MONUMENT
CO	CLEAN OUT	WATER METER	● SET MONUMENT
—	DRAINAGE SWALE	GAS METER	(R) RECORD MEASUREMENT
-----	SLOPE LIMITS	WATER VALVE	(S) SURVEYED MEASUREMENT
---	PROPOSED STORM SEWER	FIRE HYDRANT	
---	PROPOSED SANITARY SEWER		
-x-x-	FENCE LINE		
-x-x-	SAWCUT LINE		
TBR	TO BE REMOVED		
UIP	USE IN PLACE		

Drawing Index

- COVER SHEET
- SITE PLAN

Utility Contacts

Sanitary Sewer
Duckett Creek Sanitary District
3550 Highway K
O'Fallon, MO 63368
636-441-1244

Water
Public Water Supply District No. 2
P.O. Box 967
O'Fallon, MO 63366
636-561-3737 Ext. 131

Electric
Ameren UE
200 Callahan Road
Wentzville, MO 63385
636-639-8312

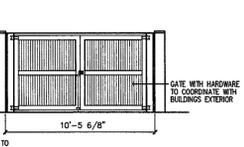
Gas
Laclede Gas Company
6400 Graham Road
St. Louis, MO 63134
314-522-2297

Telephone
Centurylink
1151 Century Tel Dr.
Wentzville, MO 63385
636-332-7261

Charter Communications
941 Charter Commons
Town & Country, MO 63017
1-888-438-2427

Fire Department
Cottleville Fire Protection District
1385 Motherhead Rd.
St. Charles, MO 63304
636-447-6655

THIS DETAIL HAS BEEN PROVIDED FOR CONCEPTUAL APPROVAL ONLY. EXACT DETAIL OF MATERIAL AND CONSTRUCTION METHODS SHALL BE PROVIDED BY SUPPLIER.



1. TRASH ENCLOSURE PLAN
NOT TO SCALE

2. ELEVATION
NOT TO SCALE

3. ELEVATION
NOT TO SCALE

Benchmarks: Project

PROJECT ELEVATIONS UTILIZE THE NAVD 88 VERTICAL DATUM AND WERE GENERATED BY GPS OBSERVATIONS USING A CELLULAR EQUIPPED TRIMBLE R8 GNSS ROVER AND TRIMBLE TSC3 DATA COLLECTOR AND ARE BASED ON THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION GLOBAL NAVIGATION SATELLITE REAL TIME NETWORK FOR CONTINUOUS OPERATING REFERENCE STATIONS

Site

(NAVD 88)- "O" IN "OPEN" ON FIRE HYDRANT LOCATED IN PARKING LOT IN FRONT OF THE "LASER VEIN CENTER" (ELEVATION=489.48) AND IS LOCATED AS SHOWN HEREON.



**ENGINEERING
PLANNING
SURVEYING**

221 Point West Blvd.
St. Charles, MO 63301
636-928-5552
FAX 928-1718

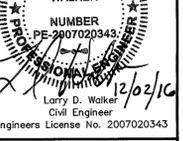
Box Engineering Company, Inc.
Missouri State Certificate of Authority
Engineering #000555
State Certificate of Authority
Surveying #000144

REVISIONS

NO.	DATE	DESCRIPTION

DISCLAIMER OF RESPONSIBILITY
I hereby disclaim any responsibility for all other drawings, specifications, estimates, reports or other documents or instruments relating to or intended to be used for any part or parts of the architectural or engineering project or survey other than those authenticated by my seal.

ADDITIONAL IMPERVIOUS AREA TO SITE = 3.43 ACRES
INCREASED DIFFERENTIAL RUNOFF = 3.43 ACRES (6.08-2.95) = 10.74 CFS



12-02-16
DATE
06-13706D
PROJECT NUMBER
13706D PRE.DWG
FILE NAME
RKC
DRAWN
LDW LDW
DESIGNED CHECKED

COVER SHEET

C-1



CALL BEFORE YOU DIG!
1-800-DIG-RITE

City of O'Fallon Planning and Development Department

100 North Main Street
O'Fallon, Missouri 63366
www.ofallon.mo.us



For additional information send inquiries to:
E-mail: tcoffman@ofallon.mo.us or call (636) 379-5544

Conditional Use Permit/Conditional-Approval Application

OFFICE USE ONLY

Date of Initial Submittal: _____ Case No.: _____ Application Fee \$100.00 Paid: _____

Subject Property Information (Please Type or Print all requested information):

Property Location (Including Address, if applicable): 7768-7774 Winghaven Blvd, O'Fallon, MO 63368
Proposed Use of Property: Veterinary Clinic Specialty Care
Current Zoning: High Tech Proposed Zoning (If Applicable): _____

Contact Information:

Applicant:

Name: Veterinary Speciality Services
Contact Person: Mary Jean Gorse
Address: 1021 Howard George Drive
City/State/Zip: Manchester MO 63021
Phone: 314-435-4969
E-mail: drmjgorse@vssstl.com

Property Owner:

Name: Phoenix Wing LLC
Contact Person: Jeff Serafin
Address: 7748 Watson Road
City/State/Zip: St Louis MO 63119
Phone: 314-961-8500
E-mail: Jeff Serafin <jbs@providerplus.com>

Contract Purchaser (if applicable):

Name: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

Engineer:

Name: Reisch Development & Construction S
Contact Person: Jim Reisch
Address: PO Box 118
City/State/Zip: Cottleville MO 63338
Phone: 636-300-0222
Email: Jim@reischco.com

Mary Jean Gorse
Applicant Signature

Jeff Serafin
Owner Signature

November 28, 2016
Date

11/29/16
Date

City of O'Fallon Planning and Development Department

100 North Main Street
O'Fallon, Missouri 63366
www.ofallon.mo.us



For additional information send inquiries to:

E-mail: tcoffman@ofallon.mo.us or call (636) 379-5544

Conditional Use Permit/Conditional-Approval Application

OFFICE USE ONLY

Date of Initial Submittal: _____ Case No.: _____ Application Fee \$100.00 Paid: _____

Subject Property Information (Please Type or Print all requested information):

Property Location (Including Address, if applicable): 923 E. Terra Lane, O'Fallon, MO 63366

Proposed Use of Property: Donations of Furniture and Kitchen items

Current Zoning: I-1 Light Industrial Dist. Proposed Zoning (If Applicable): Religious Usage

Contact Information:

Applicant:

Name: Sharing Shed

Contact Person: Larry Wall

Address: 927 E. Terra Lane

City/State/Zip: O'Fallon, MO 63366

Phone: (636) 978-4545

E-mail: larry@thesummitstl.com

Property Owner:

Name: Summit Real Estate Enterprises, LLC

Contact Person: Larry Wall

Address: 927 E. Terra Lane

City/State/Zip: O'Fallon, MO 63366

Phone: (636) 978-4545

E-mail: larry@thesummitstl.com

Contract Purchaser (if applicable):

Name: N/A

Contact Person: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Engineer:

Name: N/A

Contact Person: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Larry Wall
Applicant Signature

Larry Wall
Owner Signature

11-22-2016
Date

11-22-2016
Date

City of O'Fallon Planning and Development Department

100 North Main Street
O'Fallon, Missouri 63366
www.ofallon.mo.us



For additional information send inquiries to:
E-mail: tcoffman@ofallon.mo.us or call (636) 379-5544

Site Plan Application

OFFICE USE ONLY

Date of Initial Submittal: _____ Case No.: _____ Application Fee \$150.00 Paid: _____

Subject Property Information (Please Type or Print all requested information):

Property Location (Including Address, if applicable): Tract C2 of West 70 Commerce Center (44 Commerce Drive)
Proposed Use of Property: Warehouse / Distribution
Current Zoning: Industrial Proposed Zoning (If Applicable): (n/a)

Contact Information:

Applicant:

Name: Summit Management Group
Contact Person: John Ross, Jr.
Address: 101 S. Hanley Road, Ste 1400
City/State/Zip: St. Louis, MO 63105
Phone: (314) 584-6211
E-mail: jross@summitstl.com

Property Owner:

Name: Three T's Partnership, LLC
Contact Person: Jeff Martin
Address: 7700 Forsyth Blvd., Ste. 1220
City/State/Zip: St. Louis, MO 63105
Phone: _____
E-mail: jmartin@truemfg.com

Contract Purchaser (if applicable):

Name: _____
Contact Person: (n/a)
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

Engineer:

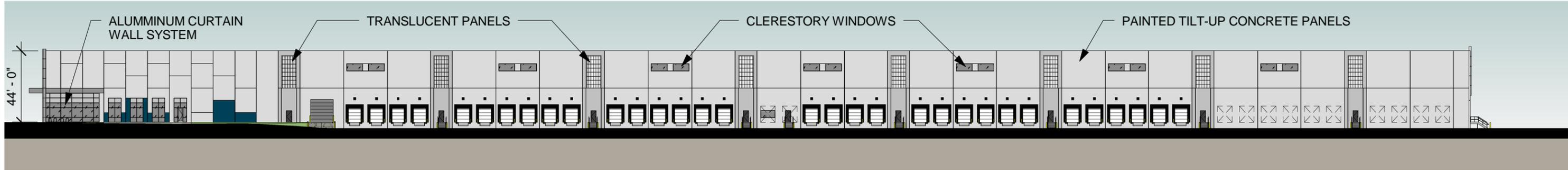
Name: Stock & Associates Consulting Engineers, Inc.
Contact Person: Doug Bruns, P.E.
Address: 257 Chesterfield Business Parkway
City/State/Zip: Chesterfield, MO 63005
Phone: (636) 530-9100
Email: doug.bruns@stockassoc.com


Applicant Signature

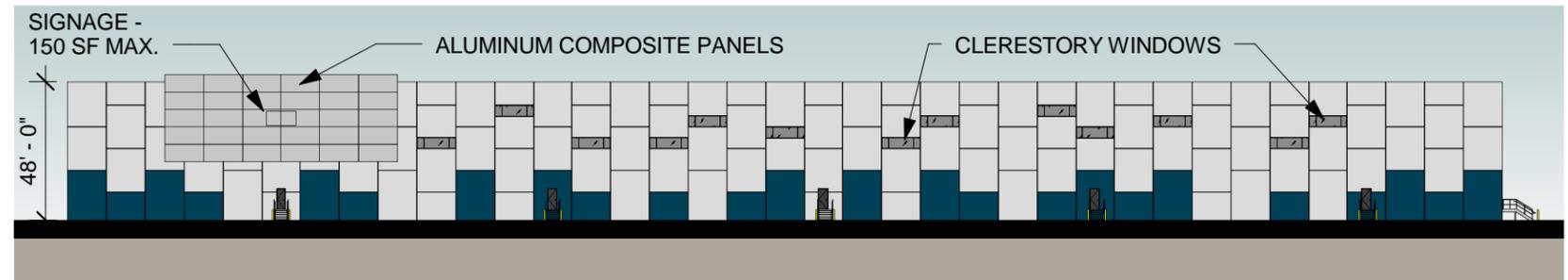
12/2/16
Date


Owner Signature

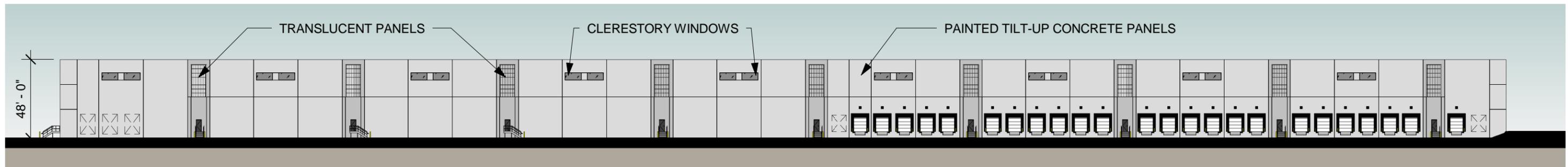
12/2/16
Date



1 WEST ELEV
1" = 60'-0"



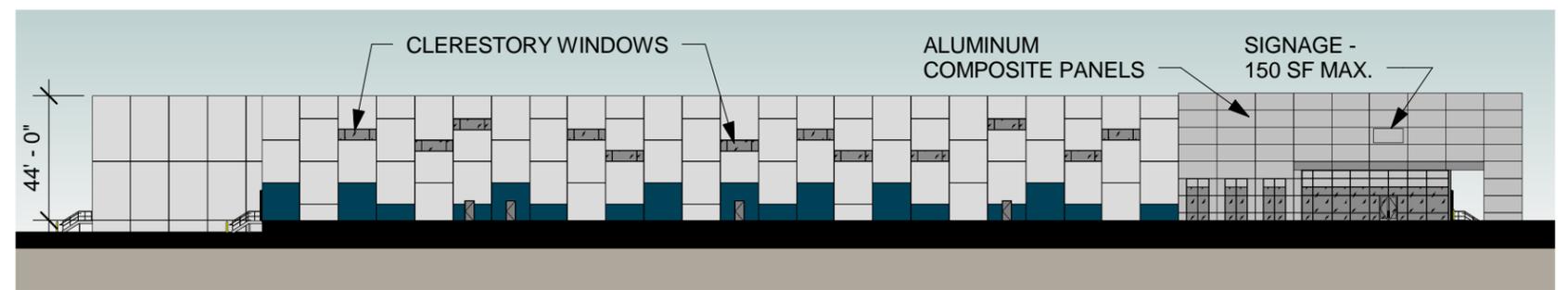
2 SOUTH ELEV
1" = 60'-0"



3 EAST ELEV
1" = 60'-0"



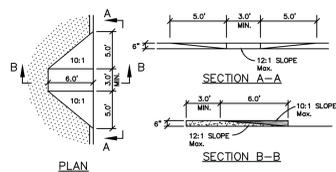
4 ENTRY PERSPECTIVE VIEW



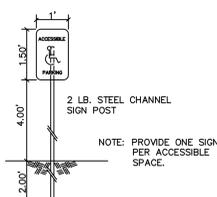
5 NORTH ELEV
1" = 60'-0"

TRUE DISTRIBUTION CENTER

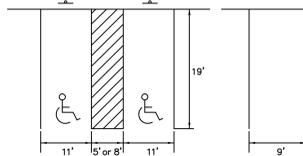
A TRACT OF LAND BEING TRACT C2 OF THE RESUBDIVISION OF TRACT "C", TRACT "E" AND TRACT "G1A" AS RECORDED IN PLAT BOOK 35, PAGES 300 AND 301 LOCATED IN TOWNSHIP 47 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN ST. CHARLES COUNTY, MISSOURI ZONED I-1



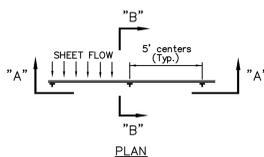
HANDICAP RAMP DETAIL
(n.t.s.)



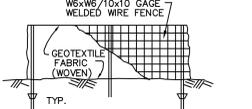
ACCESSIBLE PARKING SIGN
(n.t.s.)



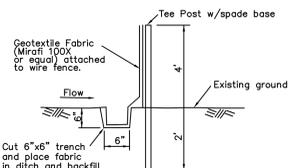
TYPICAL PARKING STALLS



PLAN



SECTION A-A



SECTION B-B

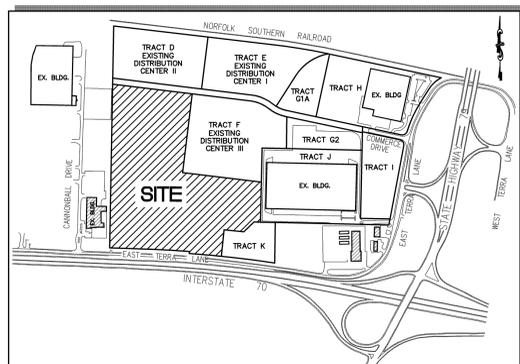
SILTATION CONTROL
SILTFENCE DETAIL
(n.t.s.)

LEGEND

ELECTRIC MANHOLE	
EXISTING SANITARY SEWER	
EXISTING STORM SEWER	
EXISTING TREE	
EXISTING BUILDING	
EXISTING CONTOUR	
EXISTING SPOT ELEVATION	
EXISTING UTILITIES	
PROPOSED CONTOUR	
PROPOSED SPOT	
PROPOSED STORM SEWER	
PROPOSED SANITARY SEWER	
FIRE HYDRANT	
LIGHT STANDARD	
BUSH	
SIGN	
NOTES PARKING SPACES	
GUY WIRE	
POWER POLE	
WATER MANHOLE	
WATER VALVE	
DENOTES RECORD INFORMATION	
HANDICAPPED PARKING	
PHONE MANHOLE	
OVERHEAD ELECTRIC	
UNDERGROUND TELEPHONE	
CONCRETE	
ASPHALT	
POLYVINYL CHLORIDE	
DENOTES WITH TRANSFORMER	
SANITARY	
SWALE	
CHAIN-LINK FENCE	
TRAFFIC FLOW	
SAWCUT	

ABBREVIATIONS

W	- WATER	DB	- DEED BOOK
E	- ELECTRIC	PB	- PLAT BOOK
OE	- OVERHEAD ELECTRIC	PG	- PAGE
UE	- UNDERGROUND ELECTRIC	(_W)	- RIGHT-OF-WAY WIDTH
G	- GAS	(REC)	- RECORD INFORMATION
T	- TELEPHONE	FT	- FEET
TBR	- TO BE REMOVED	N/F	- NOW OR FORMERLY
TBR & R	- TO BE REMOVED AND REPLACED	FND	- FOUND
UIP	- USE IN PLACE	SO	- SQUARE
ATG	- ADJUST TO GRADE	CO	- CLEANOUT
BC	- BACK OF CURB	MH	- MANHOLE
FC	- FACE OF CURB	AI	- AREA INLET
TW	- TOP OF WALL	CI	- CURB INLET
BW	- BOTTOM OF WALL	GI	- GRATE INLET
PVMT	- PAVEMENT	YD	- YARD DRAIN
ASPH	- ASPHALT	PVC	- POLYVINYL CHLORIDE PIPE
CONC	- CONCRETE	RCP	- REINFORCED CONCRETE PIPE
GRND	- GROUND	CMP	- CORRUGATED METAL PIPE
FG	- FINISHED GRADE	VCP	- CLAY PIPE
FF	- FINISHED FLOOR	FL	- FLOWLINE
LL	- LOWER LEVEL	TS	- TAILSTAKE
TT	- TOP OF TURF	ELEV, EL	- ELEVATION
TC	- TOP OF CURB	PROP, PR	- PROPOSED
SG	- SUBGRADE	EXIST, EX	- EXISTING
MG	- METHANE GAS	TYP	- TYPICAL
		BMP	- BEST MANAGEMENT PRACTICES



LOCATION MAP
(NOT TO SCALE)

PERTINENT DATA

SITE ACREAGE	=	37.558 Ac.±
OWNER	=	THREE T'S PARTNERSHIP, LLC
PARCEL ID	=	2-106B-8134-00-00C2.0000000
	=	2-0055-8134-00-00C2.0000000
SITE ADDRESS	=	44 COMMERCE DRIVE
	=	O'FALLON, MISSOURI 63376
ZONING	=	I-1 "LIGHT INDUSTRIAL"
FIRE DISTRICT	=	CENTRAL COUNTY
SEWER DISTRICT	=	CITY OF O'FALLON
WATER SERVICE	=	CITY OF O'FALLON
GAS SERVICE	=	LACLEDE GAS COMPANY
ELECTRIC SERVICE	=	AmerenUE ELECTRIC COMPANY
PHONE SERVICE	=	CENTURYLINK
WATERSHED	=	BELLEAU CREEK
WUNNENBERG'S	=	PAGE 31, GRID PP & OO-15
	=	PAGE 46, GRID PP & OO-16

SITE COVERAGE

SITE:	1,636,026 SQUARE FEET (100%)
BUILDING:	399,900 SQUARE FEET (24.44%)
EXISTING PAVING:	175,772 SQUARE FEET (10.74%)
PROPOSED PAVING:	235,697 SQUARE FEET (14.41%)
GREENSPACE:	824,657 SQUARE FEET (50.41%)

AGENCY CONTACTS

SANITARY SEWER CITY OF O'FALLON 100 N. MAIN ST. O'FALLON, MO. 63366 CONTACT: 636-281-2858	CENTRAL COUNTY FIRE 1 TIMBERBROOK DR. ST. PETERS, MO. 63376 636-970-9700
WATER CITY OF O'FALLON 100 N. MAIN ST. O'FALLON, MO. 63366 CONTACT: 636-281-2858	AMEREN UE 200 CALLAHAN ROAD WENTZVILLE, MO. 63385 636-639-8312
STORM SEWER CITY OF O'FALLON 100 N. MAIN ST. O'FALLON, MO. 63366 636-281-2858	GAS LACLEDE GAS COMPANY 3950 FOREST PARK AVE. ST. LOUIS, MO. 63134 314-658-5437
	TELEPHONE CENTURY LINK 1151 CENTURY LINK DR. WENTZVILLE, MO. 63385 636-332-7030

UTILITY LOCATES

MISSOURI ONE-CALL
1 800 344-7483
CITY OF O'FALLON
TRAFFIC
(636) 379-5602
ENGINEERING
(636) 379-5556
CONSTRUCTION INSPECTION
(636) 379-5596

UTILITY NOTE:

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS AND INFORMATION, AND, THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NON-EXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS. THE UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319 RSMo.

SHEET LIST

C-SP-00	COVER SHEET
C-SP-01	SITE PLAN
C-SP-02	SITE PHOTOMETRICS PLAN
C-SP-03	LIGHTING DETAILS

GENERAL NOTES

- BOUNDARY AND TOPOGRAPHIC SURVEY FROM RECORD INFORMATION.
- UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM BEST AVAILABLE RECORDS. THEREFORE THE RELATIONSHIP BETWEEN PROPOSED WORK AND EXISTING FACILITIES, STRUCTURES AND UTILITIES MUST BE CONSIDERED APPROXIMATE; AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXACT LOCATION AND THE EXISTENCE OF ANY NOT SHOWN.
- NO SLOPE SHALL EXCEED 3:1 SLOPE.
- YARD SETBACKS:
FRONT = 30 FT
SIDE = 20 FT
REAR = 35 FT
- SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "X" AS RATED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP. THE LEVEL OF PROTECTION STATES, "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN." THE MAP IS IDENTIFIED AS COMMUNITY PANEL NUMBER 29183C0241G EFFECTIVE JANUARY 20, 2016 FOR THE ST. CHARLES COUNTY, MISSOURI AND UNINCORPORATED AREAS.
- PARKING CALCULATIONS: (ZONING "I-1" REQUIREMENTS)
EXISTING PARKING: 0 SPACES
PROPOSED PARKING:
WAREHOUSE/DISTRIBUTION: 1 SPACE FOR EACH EMPLOYEE, PLUS 1 SPACE PER 1000 S.F. OF FLOOR AREA
MAXIMUM SHIFT: 50 EMPLOYEES
BUILDING AREA: 399,900 S.F.
TOTAL SPACES REQUIRED: 450 SPACES
TOTAL SPACES PROVIDED: 58 SPACES
ACCESSIBLE PARKING: 3 SPACES PROVIDED
- LOADING SPACES REQUIRED BASED ON 399,900 S.F. GROSS FLOOR AREA.
1 SPACE FOR THE FIRST 5,000 S.F. GROSS FLOOR AREA AND 1 SPACE FOR EVERY ADDITIONAL 20,000 S.F.
TOTAL SPACES REQUIRED: 21 SPACES
TOTAL SPACES PROVIDED: 55 SPACES
- LANDSCAPING & TREE PRESERVATION
REFER TO LANDSCAPE PLAN
- FENCE PERMIT IS SEPARATE APPROVAL.
- TRASH DUMPSTERS ARE INTERNAL TO BUILDING. ANY OUTSIDE DUMPSTER WILL BE SCREENED.
- SITE COVERAGE CALCULATIONS: 399,900 ± S.F. BLDG. AREA = 0.2444 X 100 = 24.44%
1,636,026 S.F. TRACT "C2"
- ALL INDUSTRIAL OPERATIONS SHALL BE CONDUCTED WITHIN A FULLY ENCLOSED BUILDING.
- ALL STORAGE MATERIALS AND EQUIPMENT SHALL BE WITHIN FULLY ENCLOSED BUILDING OR IN A SIDE OR REAR YARD SO SCREENED BY BERMS, DENSE VEGETATIVE PLANTINGS, WOODEN FENCES, OR BRICK WALLS, OR COMBINATIONS OF THESE MATERIALS AT LEAST EIGHT (8) FEET IN HEIGHT SO THAT SAID MATERIALS AND EQUIPMENT ARE NOT VISIBLE AT EYE LEVEL WITHIN THOUSAND (1000) FEET OF THE PROPERTY LINE.
- OTHER PERFORMANCE STANDARDS FOR I-1 PROJECTS PER THE CITY OF O'FALLON.
- STORMWATER DETENTION IS PROVIDED IN TRACT K OF THE WEST 70 COMMERCE CENTER DEVELOPMENT.
- WATER QUALITY PROVIDED VIA VORTEX SEPARATORS.
- ALL INTERIOR STORM SEWER SHALL BE PRIVATE.

SURVEYOR'S CERTIFICATION

This is to certify that Stock and Associates Consulting Engineers, Inc. has prepared this Site Plan from record survey information only and does not represent a property boundary survey.

STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.
LC-222-D

By: DANIEL EHLMANN, Missouri P.L.S. No. 2215

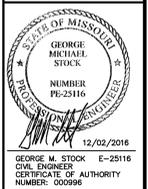
PREPARED FOR:

SUMMIT MANAGEMENT GROUP
101 S. HANLEY ROAD, SUITE 1400
ST. LOUIS, MISSOURI 63105
PHONE: (314) 584-6211
ATTN: JOHN ROSS, JR.

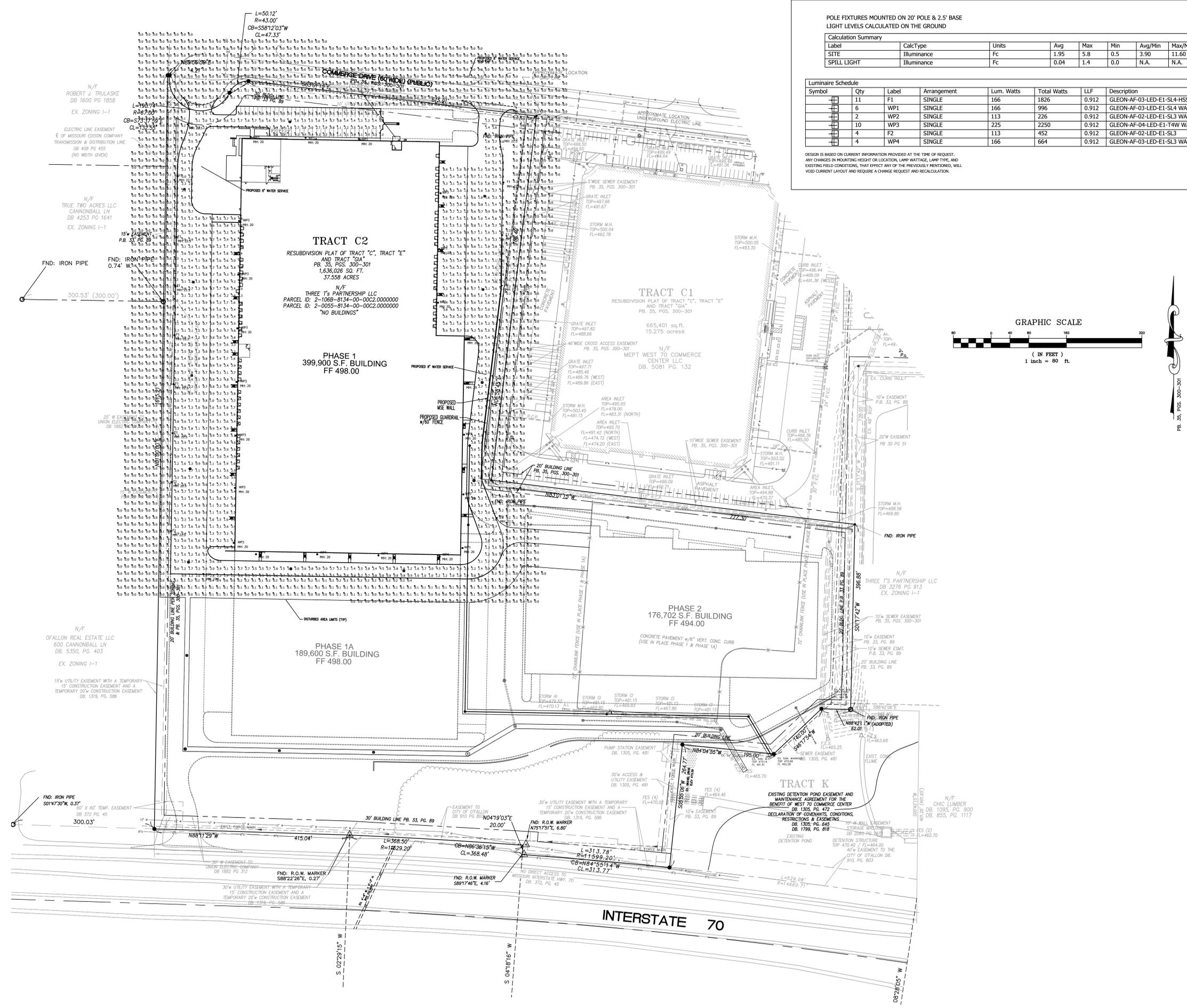


PREPARED BY:
STOCK & ASSOCIATES
Consulting Engineers, Inc.
257 Chesterfield Business Parkway
St. Louis, MO 63015 PH: (636) 530-9100 FAX: (636) 530-9100
www.stockandassociates.com
Web: www.stockandassociates.com

SITE PLAN FOR:
TRUE DISTRIBUTION CENTER
44 COMMERCE DRIVE
O'FALLON, MISSOURI 63376



DATE:	12/02/2016	CHECKED BY:	G.M.S.
JOB NO.:	216-5878	DATE:	12/02/2016
CITY P. #:		JOB NO.:	216-5878
S.C.C. H&T #:		DATE:	12/02/2016
MO. #:		JOB NO.:	216-5878
NO.:		DATE:	12/02/2016
SHEET TITLE:	COVER SHEET	JOB NO.:	216-5878
SHEET NO.:	C-SP-00	DATE:	12/02/2016

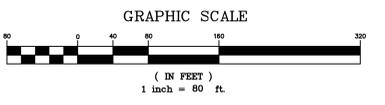


POLE FIXTURES MOUNTED ON 20' POLE & 2.5' BASE
LIGHT LEVELS CALCULATED ON THE GROUND

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
SITE	ILLUMINANCE	Fc	1.95	5.8	0.5	3.90
SPILL LIGHT	ILLUMINANCE	Fc	0.04	1.4	0.0	N.A.

Luminaire Schedule							
Symbol	Qty	Label	Arrangement	Lum. Watts	Total Watts	LLF	Description
□	11	F1	SINGLE	166	1826	0.912	GLEON-AF-03-LED-E1-SL4-HSS
□	6	WP1	SINGLE	166	996	0.912	GLEON-AF-03-LED-E1-SL4 WALL MOUNT
□	2	WP2	SINGLE	113	226	0.912	GLEON-AF-02-LED-E1-SL3 WALL MOUNT
□	10	WP3	SINGLE	225	2250	0.912	GLEON-AF-04-LED-E1-T4W WALL MOUNT
□	4	F2	SINGLE	113	452	0.912	GLEON-AF-02-LED-E1-SL3
□	4	WP4	SINGLE	166	664	0.912	GLEON-AF-03-LED-E1-SL3 WALL MOUNT

DESIGN IS BASED ON CURRENT INFORMATION PROVIDED AT THE TIME OF REQUEST. ANY CHANGES IN MOUNTING HEIGHT OR LOCATION, LAMP WATTAGE, LAMP TYPE, AND EXISTING FIELD CONDITIONS THAT AFFECT ANY OF THE PREVIOUSLY MENTIONED, WILL VOID CURRENT LAYOUT AND REQUIRE A CHANGE REQUEST AND RECALCULATION.



N/F
ROBERT J. TRULASKA
DB 1600 PG 1838
EX. ZONING I-1

ELECTRIC LINE EASEMENT
E OF MISSOURI EDISON COMPANY
TRANSMISSION & DISTRIBUTION LINE
DB 408 PG 455
(NO WIDTH GIVEN)

N/F
TRUE TWO ACRES LLC
CANNONBALL LN
DB 4253 PG 1641
EX. ZONING I-1

FND: IRON PIPE
300.53' (300.00')

N/F
OFFALON REAL ESTATE LLC
600 CANNONBALL LN
DB. 5350, PG. 403
EX. ZONING I-1

15' UTILITY EASEMENT WITH A TEMPORARY
15' CONSTRUCTION EASEMENT AND A
TEMPORARY 20' CONSTRUCTION EASEMENT
DB. 1319, PG. 586

FND: IRON PIPE
5014'30"W, 0.37'
60' X 60' TEMP. EASEMENT
DB 372 PG. 45
300.03'

FND: R.O.W. MARKER
S8822'03"E, 0.27'

FND: R.O.W. MARKER
S8917'46"E, 4.16'

FND: R.O.W. MARKER
N7572'01"E, 4.80'

FND: R.O.W. MARKER
S 04'18"16" W

257 Chesterfield Business Parkway
St. Louis, MO 63015 PH: (636) 530-3100 FAX: (636) 530-3100
www.stockandassociates.com
Web: www.stockandassociates.com

STOCK & ASSOCIATES
Consulting Engineers, Inc.

PREPARED BY:
SITE PLAN FOR:
TRUE DISTRIBUTION CENTER
44 COMMERCE DRIVE
OFFALON, MISSOURI 63376

STATE OF MISSOURI
GEORGE MICHAEL STOCK
REGISTERED PROFESSIONAL ENGINEER
NUMBER PE-25116
12/02/2016
E-25116
GEORGE M. STOCK
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 00996

REVISIONS:

NO.	DATE	DESCRIPTION
1	12/02/2016	ISSUED FOR PERMIT

DRAWN BY: D.P.B. CHECKED BY: G.M.S.
DATE: 12/02/2016 JOB NO: 216-5878
CITY: OFFALON, MO. BASE MAP #
S.C.C. H&T # H&T S.U.P. #
M.D.N.R. # NO.
SHEET TITLE: SITE PHOTOMETRIC PLAN
SHEET NO.: C-SP-02

McGraw-Edison

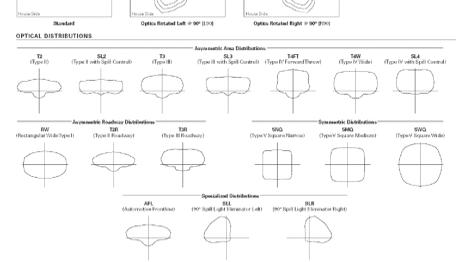
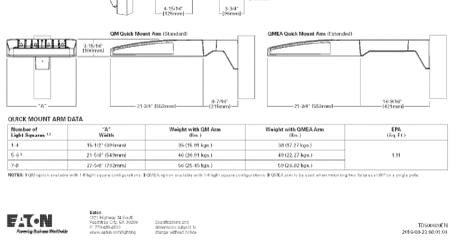
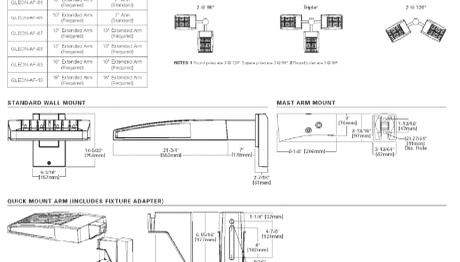
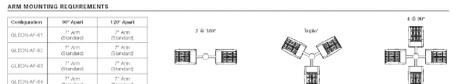
The Edison™ LED luminaire delivers exceptional performance in a highly available, long-life, energy-efficient, high-efficiency, high-output LED system. The Edison™ LED luminaire delivers exceptional performance in a highly available, long-life, energy-efficient, high-efficiency, high-output LED system. The Edison™ LED luminaire delivers exceptional performance in a highly available, long-life, energy-efficient, high-efficiency, high-output LED system.

ARM MOUNTING REQUIREMENTS

Standard arm mounting requirements table. For all mounting, specify wall mount. For all mounting, specify wall mount. For all mounting, specify wall mount.

ARMOUNTING REQUIREMENTS

Configuration	90° Arm	120° Arm	150° Arm
GLEDA11-A1	Standard	Standard	Standard
GLEDA11-A2	Standard	Standard	Standard
GLEDA11-A3	Standard	Standard	Standard
GLEDA11-A4	Standard	Standard	Standard
GLEDA11-A5	Standard	Standard	Standard
GLEDA11-A6	Standard	Standard	Standard
GLEDA11-A7	Standard	Standard	Standard
GLEDA11-A8	Standard	Standard	Standard
GLEDA11-A9	Standard	Standard	Standard
GLEDA11-A10	Standard	Standard	Standard
GLEDA11-A11	Standard	Standard	Standard
GLEDA11-A12	Standard	Standard	Standard



LUMEN MAINTENANCE

Color Temp	Ambient Temperature	90° Beam Maintenance	Projected CR (Beam)
3,000 K	100° F (38° C)	90%	1.00
3,000 K	120° F (49° C)	85%	0.95
3,000 K	140° F (60° C)	80%	0.90
3,000 K	160° F (71° C)	75%	0.85
3,000 K	180° F (82° C)	70%	0.80
3,000 K	200° F (93° C)	65%	0.75
3,000 K	220° F (104° C)	60%	0.70
3,000 K	240° F (116° C)	55%	0.65
3,000 K	260° F (127° C)	50%	0.60
3,000 K	280° F (138° C)	45%	0.55
3,000 K	300° F (150° C)	40%	0.50

NOMINAL POWER LUMENS (LM)

Number of Light Sources	1	2	3	4	5	6	7	8	9	10
Recessed Power (Watt)	10	20	30	40	50	60	70	80	90	100
Input Current @ 200V (A)	0.05	0.10	0.15	0.20	0.25	0.30	0.35	0.40	0.45	0.50
Input Current @ 240V (A)	0.04	0.08	0.12	0.16	0.20	0.24	0.28	0.32	0.36	0.40
Input Current @ 277V (A)	0.03	0.06	0.09	0.12	0.15	0.18	0.21	0.24	0.27	0.30
Input Current @ 347V (A)	0.02	0.04	0.06	0.08	0.10	0.12	0.14	0.16	0.18	0.20
Input Current @ 480V (A)	0.01	0.02	0.03	0.04	0.05	0.06	0.07	0.08	0.09	0.10

NOMINAL POWER LUMENS (LM)

Number of Light Sources	1	2	3	4	5	6	7	8	9	10
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Input Current @ 480V (A)	0.01	0.02	0.03	0.04	0.05	0.06	0.07	0.08	0.09	0.10

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Input Current @ 347V (A)	0.02	0.04	0.06	0.08	0.10	0.12	0.14	0.16	0.18	0.20
Input Current @ 480V (A)	0.01	0.02	0.03	0.04	0.05	0.06	0.07	0.08	0.09	0.10

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Input Current @ 480V (A)	0.01	0.02	0.03	0.04	0.05	0.06	0.07	0.08	0.09	0.10

ENERGY DATA

Model	Power (Watt)	Current (A)	Power Factor	Efficiency (%)
GLEDA11-A1	10	0.05	0.95	90
GLEDA11-A2	20	0.10	0.95	90
GLEDA11-A3	30	0.15	0.95	90
GLEDA11-A4	40	0.20	0.95	90
GLEDA11-A5	50	0.25	0.95	90
GLEDA11-A6	60	0.30	0.95	90
GLEDA11-A7	70	0.35	0.95	90
GLEDA11-A8	80	0.40	0.95	90
GLEDA11-A9	90	0.45	0.95	90
GLEDA11-A10	100	0.50	0.95	90

ENERGY DATA

Model	Power (Watt)	Current (A)	Power Factor	Efficiency (%)
GLEDA11-A1	10	0.05	0.95	90
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GLEDA11-A4	40	0.20	0.95	90
GLEDA11-A5	50	0.25	0.95	90
GLEDA11-A6	60	0.30	0.95	90
GLEDA11-A7	70	0.35	0.95	90
GLEDA11-A8	80	0.40	0.95	90
GLEDA11-A9	90	0.45	0.95	90
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GLEDA11-A4	40	0.20	0.95	90
GLEDA11-A5	50	0.25	0.95	90
GLEDA11-A6	60	0.30	0.95	90
GLEDA11-A7	70	0.35	0.95	90
GLEDA11-A8	80	0.40	0.95	90
GLEDA11-A9	90	0.45	0.95	90
GLEDA11-A10	100	0.50	0.95	90

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GLEDA11-A4	40	0.20	0.95	90
GLEDA11-A5	50	0.25	0.95	90
GLEDA11-A6	60	0.30	0.95	90
GLEDA11-A7	70	0.35	0.95	90
GLEDA11-A8	80	0.40	0.95	90
GLEDA11-A9	90	0.45	0.95	90
GLEDA11-A10	100	0.50	0.95	90

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GLEDA11-A4	40	0.20	0.95	90
GLEDA11-A5	50	0.25	0.95	90
GLEDA11-A6	60	0.30	0.95	90
GLEDA11-A7	70	0.35	0.95	90
GLEDA11-A8	80	0.40	0.95	90
GLEDA11-A9	90	0.45	0.95	90
GLEDA11-A10	100	0.50	0.95	90

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Input Current @ 480V (A)	0.01	0.02	0.03	0.04	0.05	0.06	0.07	0.08	0.09	0.10

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Input Current @ 240V (A)	0.04	0.08	0.12	0.16	0.20	0.24	0.28	0.32		

LANDSCAPE CODE COMPLIANCE SUMMARY

- GENERAL:
1. CODE COMPLIANCE BASED ON REQUIREMENTS SET FORTH IN CHAPTER 402 OF CITY OF OFALLON, MO ZONING CODE
 2. PROPERTY ZONED INDUSTRIAL (I-1), PROPOSED USE IS TO BE INDUSTRIAL
 3. ADJOINING PROPERTIES SHARE SAME ZONING, INDUSTRIAL (I-1)
 4. SIZING AND LAYOUT OF PROPOSED TREE PLANTINGS AND LANDSCAPING SHALL MEET THE MINIMUM REQUIREMENTS AND RECOMMENDATIONS SET FORTH IN THE ZONING CODE

- STREET TREES:
1. CITY REQUIREMENTS: 1 STREET TREE PER 40 FT OF STREET FRONTAGE
 2. APPROX. 850 FT OF STREET FRONTAGE
 3. MIN. 21 TREES REQUIRED - 26 STREET TREES PROVIDED (12 CANOPY, 14 ORNAMENTAL)

- OPEN SPACE TREES:
1. CITY REQUIREMENTS: 1 STREET TREE PER 4,000 SF OF LANDSCAPED OPEN SPACE
 2. APPROX. 194,000 SF OF LANDSCAPED OPEN SPACE WITHIN LIMITS OF DISTURBANCE
 3. MIN. 49 TREES REQUIRED, 51 TREES PROVIDED (15 CANOPY, 3 ORNAMENTAL, 6 SMALL ORNAMENTAL, 27 CONIFER)

- PARKING LOT LANDSCAPING:
1. PROPOSED PARKING LOT IS NOT WIDER THAN A DOUBLE LOADED AISLE NO MORE THAN SIXTY-FIVE (65) FT. INTERIOR LANDSCAPING IS NOT REQUIRED.

- BUFFERYARDS AND SCREENING:
1. CITY REQUIREMENTS: BUFFERYARD LANDSCAPING REQUIRED BETWEEN NON-RESIDENTIAL AND RESIDENTIAL USES AND ZONING
 2. PROPERTY IS ZONED INDUSTRIAL, ADJOINING PROPERTIES SHARE SAME ZONING, THEREFORE NO BUFFERYARD LANDSCAPING REQUIREMENTS APPLY
 3. LANDSCAPING PROVIDED ALONG BUILDING PERIMETER TO BREAK UP BUILDING MASS AND SCREEN EQUIPMENT

TREE PRESERVATION CODE COMPLIANCE SUMMARY

- GENERAL:
1. PER THE PROVIDED SURVEY NO EXISTING TREES ARE LOCATED WITHIN LIMITS OF DISTURBANCE
 2. UTILITY EXCAVATION OPERATIONS TOWARDS THE SOUTH OF THE PROPERTY MAY IMPACT EXISTING TREES, SIZE, SPECIES, AND QUANTITY OF POTENTIALLY IMPACTED EXISTING TREES IS UNKNOWN AT THIS TIME
 3. POTENTIAL IMPACTS TO EXISTING TREES SHALL BE FURTHER EVALUATED DURING DESIGN AND CONSTRUCTION
 4. ANY EXISTING TREES IMPACTED DURING EXCAVATION OPERATIONS SHALL BE REPLACED AS REQUIRED BY CITY ZONING CODE.

PLANTING LEGEND

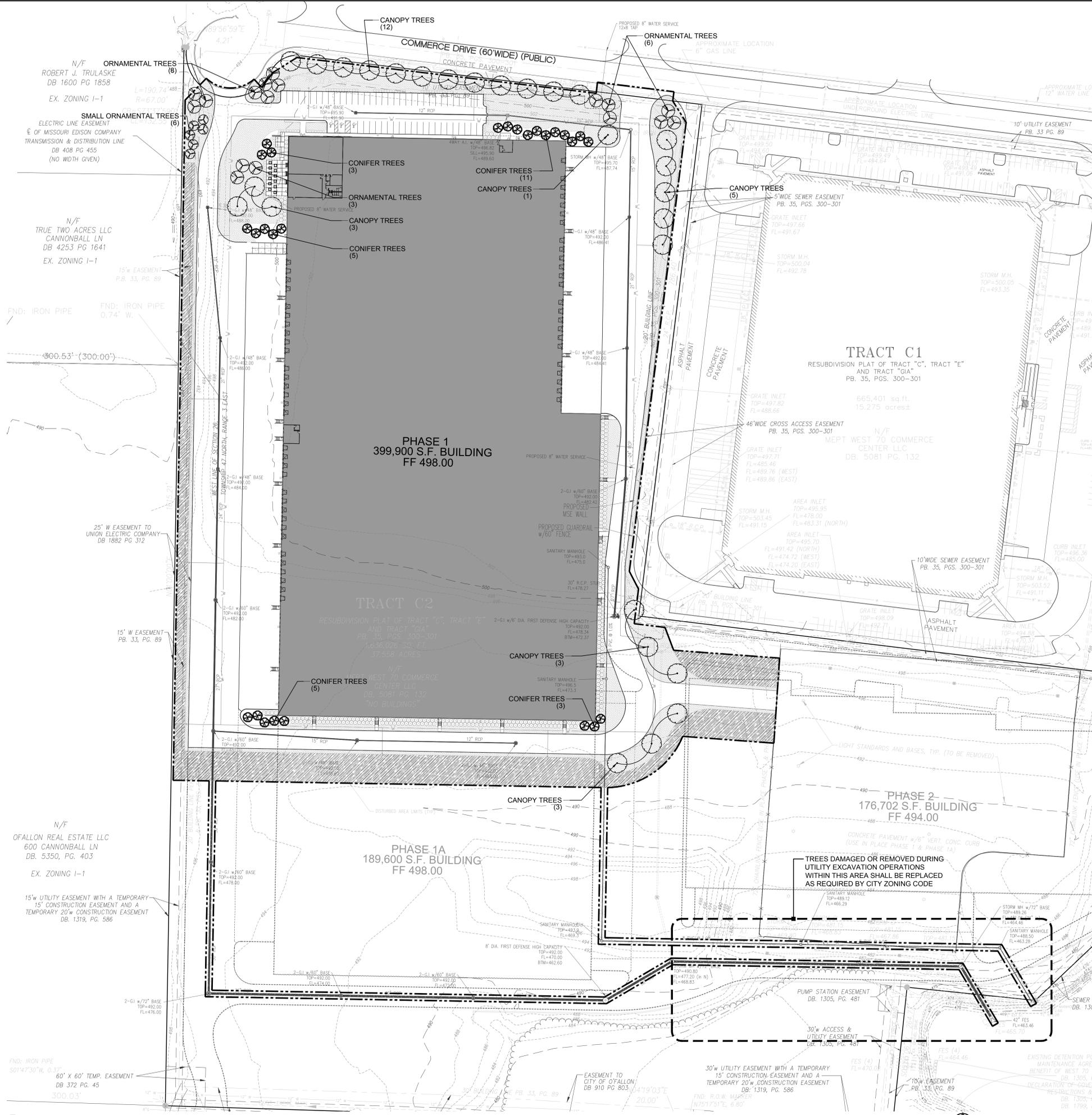
- CANOPY TREES
8" B, 2" Cal.
Mature Height 30' +
- ORNAMENTAL TREES
8" B, 2" Cal., Min. 8' Height at Planting
Mature Height 20'-30'
- SMALL ORNAMENTAL TREES
8" B, 1-1/2" Cal., 4' Min. Height at Planting
Maximum Mature Height of 15'
- EVERGREEN TREES
8" B, 6' Min. Height at Planting
Mature Height 20' +

LEGEND

- PROPERTY BOUNDARY
- EXISTING EASEMENT
- MATCHLINE
- LIMITS OF DISTURBANCE
- EXISTING UTILITY, REFER TO CIVIL
- PROPOSED UTILITY, REFER TO CIVIL
- CONTOURS
- PROPOSED BUILDING
- CANOPY TREES
- EVERGREEN TREES
- ORNAMENTAL TREES
- SHRUBS
- NATIVE PLANTING AREAS
- TURF SOD
- TURF SEED

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MODOT (314) 340-4100

NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY IN EVENTS OF DISCREPANCIES, OMISSIONS, AND/OR CONFLICTS IN THE DRAWINGS OR SPECIFICATIONS. THE CONTRACTOR IS NOT AUTHORIZED TO SCALE THE DRAWINGS. ALL QUESTIONS IN REFERENCE TO CONTRACT DOCUMENTS SHALL BE IMMEDIATELY DIRECTED TO THE LANDSCAPE ARCHITECT.



OVERSTORY TREE PLANTING PLAN
SCALE: 1"=60'

PLANTING NOTES:

- CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS PERTAINING TO THE INSPECTION FOR PLANT DISEASE AND INSECT INFESTATION.
- LANDSCAPE ARCHITECT SHALL APPROVE ALL PLANT MATERIAL AND PLACEMENT PRIOR TO INSTALLATION. CONTACT LANDSCAPE ARCHITECT AT LEAST TWO (2) WEEKS PRIOR TO REVIEW.
- ALL TREES AND SHRUBS SHALL EQUAL OR SURPASS AMERICAN STANDARDS FOR NURSERY STOCK ANSI Z60.1, 2004 FOR SIZE AND QUALITY.
- CONTRACTOR SHALL VERIFY THE PLANT MATERIAL IS PROPERLY LABELED, IS OF PROPER SIZE, HAS A WELL DEVELOPED BRANCH AND ROOT STRUCTURE, AND IS IN ACCORDANCE WITH THE AMERICAN ASSOCIATION OF NURSERYMEN. COMPLY WITH THE FOLLOWING:
 - DO NOT PRUNE PLANT MATERIAL PRIOR TO DELIVERY WITHOUT SPECIFIC APPROVAL BY LANDSCAPE ARCHITECT.
 - PLANTS ARE SUBJECT TO LANDSCAPE ARCHITECT INSPECTION FOR SIZE, VARIETY, CONDITION, LATENT DEFECTS, AND INJURY AT THE PLACE OF GROWTH AND AT THE PROJECT SITE AT ANY TIME BEFORE AND DURING PROGRESS OF WORK.
 - WHEN REQUESTED BY LANDSCAPE ARCHITECT, SHOW SAMPLES TO PROVE THAT NO ROOT BOUND CONDITIONS EXIST.
 - REMOVE REJECTED PLANTS FROM THE SITE IMMEDIATELY AND REPLACE WITH ACCEPTABLE AND LANDSCAPE ARCHITECT APPROVED MATERIALS.
 - REPLACEMENT PLANTS SHALL BE THE SAME TYPE AND SIZE AS ORIGINALLY PLANTED.
- SUBSTITUTIONS WILL NOT BE PERMITTED WITHOUT THE LANDSCAPE ARCHITECT'S WRITTEN APPROVAL.
- CONTRACTOR SHALL PROVIDE A WRITTEN GUARANTEE TO THE OWNER THAT ALL TREES, SHRUBS, AND PLANT MATERIALS WILL MAINTAIN VIGOROUS AND HEALTHY GROWTH FOR THE SPECIFIED GUARANTEE PERIOD OF ONE YEAR, UNLESS OTHERWISE STATED. GUARANTEE PERIOD SHALL BEGIN ON THE DATE OF FINAL WRITTEN ACCEPTANCE OF WORK BY OWNER, AFTER SUCCESSFUL COMPLETION OF THE SPECIFIED MAINTENANCE PERIOD.
- CONTRACTOR SHALL REMOVE TAGS, LABELS, NURSERY STAKES, WIRE BASKETS OR CAGES, AND TIES FROM ALL PLANTS.
- SOIL PREPARATION, FERTILIZATION, PLANTING, AND STAKING AND GUYING SHALL CONFORM TO DETAILS AND SPECIFICATIONS.
- PLANT MATERIAL QUANTITIES ARE PROVIDED FOR PRELIMINARY COST ESTIMATE PURPOSES ONLY. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES AS SHOWN ON PLANS.
- CONTRACTOR SHALL COORDINATE LOCATION OF PLANT MATERIAL WITH ALL OTHER CONTRACTORS.
- ALL PLANT PIT EXCAVATION SHALL BE PER DETAILS AND SPECIFICATIONS.
- IF PLANTING PITS ARE EXCAVATED USING A POWER AUGER, BREAK VERTICAL SIDES WITH A BALLING BAR OR SPADE TO INTERRUPT CONTINUOUS CURVE INFLUENCE ON ROOT DEVELOPMENT.
- ALL SOIL FOR LANDSCAPE PLANTING AREAS OR BERMS SHALL BE OBTAINED FROM OFF-SITE EXCAVATIONS AND CONTRACTOR SHALL INDICATE SOURCE LOCATION. SOILS SHALL BE SANDY LOAM CONTAINING NO TOXIC CHEMICALS OR ELEMENTS WHICH MAY INHIBIT OR RETARD NORMAL PLANT GROWTH. CONTRACTOR SHALL PROVIDE A SOIL SUITABILITY TEST TO DETERMINE SOIL FERTILITY. THE RESULTS OF THIS SOIL STUDY WILL SERVE AS THE RECOMMENDATIONS FOR ANY NECESSARY SOIL AMENDMENTS. SOIL SURVEY RESULTS WILL BE PROVIDED TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO SOIL PLACEMENT. ALL SOIL AMENDMENTS SHALL CONFORM TO INDUSTRY STANDARDS.
- CONTRACTOR SHALL KILL AND REMOVE ALL EXISTING WEEDS FROM SITE.
- SOIL PREPARATION AND BACKFILL RECOMMENDATIONS CONTAINED WITHIN THESE PLANS AND/OR SPECIFICATIONS ARE FOR BID PURPOSES ONLY. FINAL SOIL ANALYSIS RECOMMENDATIONS SHALL SUPERSEDE. SEE SPECIFICATIONS.
- CONTRACTOR SHALL OBTAIN A MINIMUM OF ONE SOIL SAMPLE FOR TESTING FROM EACH PLANTING AREA AS SHOWN ON PLAN. A COPY OF THE SOILS REPORT WITH RECOMMENDATIONS SHALL BE GIVEN TO THE OWNER AND THE LANDSCAPE ARCHITECT PRIOR TO ANY WORK BEING DONE. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF ANY SOIL PROBLEMS THAT MIGHT AFFECT PLANT GROWTH.
- CONTRACTOR SHALL INSTALL AMENDED SOIL MIX PER SOIL ANALYSIS RECOMMENDATIONS AND AS APPROVED BY LANDSCAPE ARCHITECT. SCARIFY SUBSOIL, INSTALL AND INCORPORATE AMENDED TOPSOIL AS PER SPECIFICATIONS, IN ALL PLANTING AND LAWN AREAS.
- AMENDED SOIL MIX TO BE INSTALLED UP TO 2" BELOW FINISH GRADE ADJACENT TO PAVEMENT AND BUILDING STRUCTURES AT PLANTING AREAS TO ALLOW FOR MULCH; AND 3/4" BELOW FINISH GRADE ADJACENT TO BUILDING STRUCTURES AND PAVEMENT AT TURF AREAS.
- BERMS AND SLOPES ADJACENT TO PAVEMENT TO BE GRADED PER DETAILS.
- CONTRACTOR SHALL REMOVE ALL EXCESS SOIL, CONTAMINATED SOILS, ROCKS, CLODS, AND DEBRIS AS IT ACCUMULATES ON A DAILY BASIS.
- CONTRACTOR SHALL GRADE AROUND ALL PLANTS TO FINISH GRADE UNLESS OTHERWISE NOTED.
- ALL LANDSCAPE AREAS (EXCLUDING TURF) ARE TO BE MULCHED WITH A 2" DEEP LAYER OF BARK MULCH AT THE CONCLUSION OF PLANTING OPERATIONS. MULCH SHALL BE DOUBLE GROUND, WELL DECOMPOSED BARK MULCH, 1" DIAMETER IN SIZE OR SMALLER.
- ALL TRANSITIONS BETWEEN PLANTING BEDS AND LAWNS ARE TO BE SPADE CUT EDGE, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL FIELD VERIFY THE EXTENT OF EXISTING IRRIGATION (IF ANY) AND ADJUST PLANT LAYOUT IN COORDINATION WITH NEW PLANTINGS AND IRRIGATION, IF APPLICABLE.
- ALL PLANTINGS, EXCLUDING SEED AND SOD, SHALL BE HELD 3' CLEAR OF FIRE HYDRANTS.
- ALL PLANTING AREAS WITHIN CONCRETE PAVING TO BE LAID OUT IN THE FIELD BY THE CONTRACTOR FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO ANY CONSTRUCTION.
- THE LANDSCAPE CONTRACTOR TO COORDINATE INSTALLATION OF ALL LIGHTING EQUIPMENT PER THE LIGHTING SHEET AND PER DIRECTIONS AND APPROVAL OF THE LANDSCAPE ARCHITECT IN THE FIELD. SEE ELECTRICAL PLANS FOR INFORMATION ON WIRING, TYPICAL.

ANOVA
211 NORTH LINDBERGH, 2ND FLOOR
ST. LOUIS, MO 63141
PHONE: (314) 754-0855
FAX: (314) 754-0856
www.anovafurnishings.com

ISOMETRIC
14.38
9.63
39.37
0.18

FRONT VIEW

TOP VIEW

2.35

3 BICYCLE METRO BIKE RACK WITH POWDER COAT FINISH AND SURFACE MOUNT
MODEL: LBR2PSURF

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SELECT DESIRED MODEL

- 7 BICYCLE METRO BIKE RACK LBR7PSURF
- 8 BICYCLE METRO BIKE RACK LBR8PSURF
- 3 BICYCLE METRO BIKE RACK LBR3PSURF
- 3 BICYCLE METRO BIKE RACK LBR3PSURF (SHOWN)

SELECT DESIRED COLOR

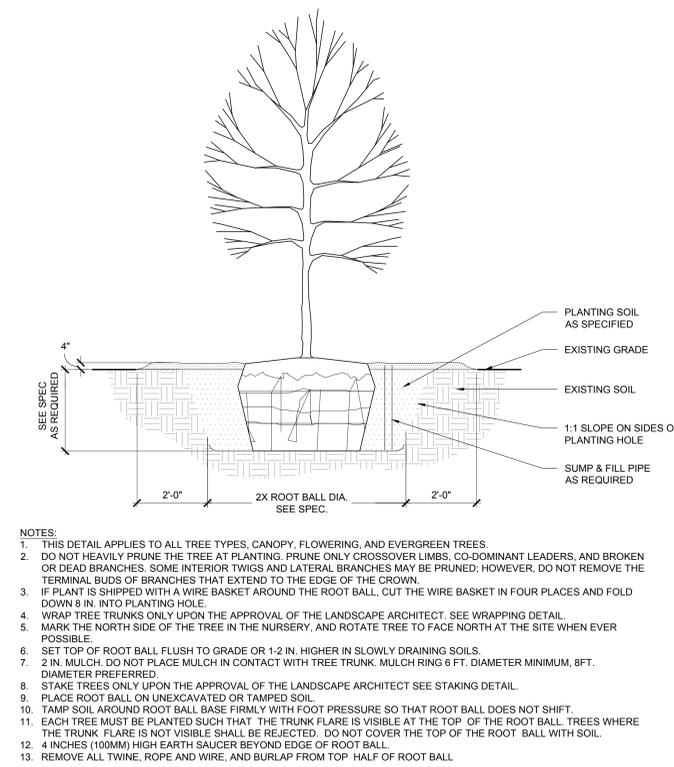
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<input type="checkbox"/> BROWN	<input type="checkbox"/> SAGE
<input type="checkbox"/> BURGENDY	<input type="checkbox"/> SILVER
<input type="checkbox"/> CAMEL	<input type="checkbox"/> TEAL
<input type="checkbox"/> CHARCOAL	<input type="checkbox"/> VANILLA
<input type="checkbox"/> EVERGREEN	<input type="checkbox"/> WHITE
<input type="checkbox"/> GRAY	<input type="checkbox"/> YELLOW
<input type="checkbox"/> NAVY	

FINISH: FUSIONGUARD® POWDER COAT
MATERIAL: 2.38" OD x 10-GAUGE WALL STEEL TUBING
UNIT WEIGHT: 25 lbs
MOUNTING OPTIONS: SURFACE MOUNT.

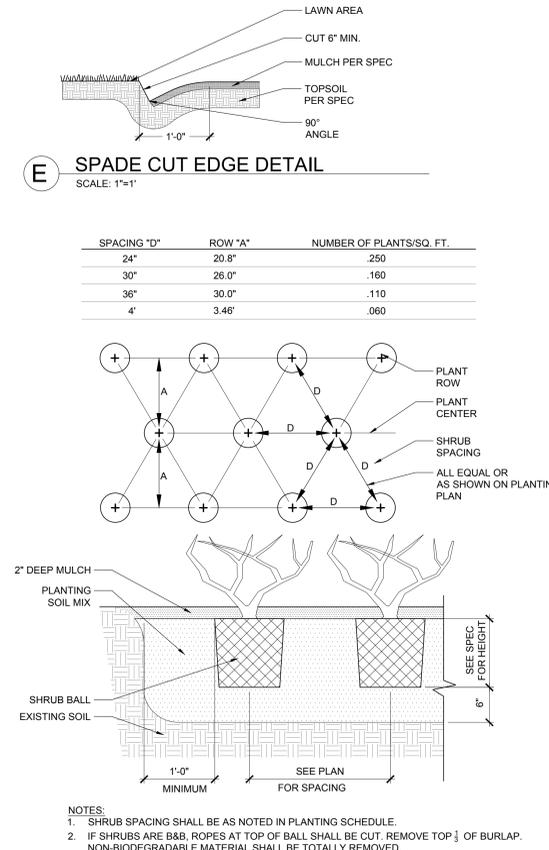
ASSEMBLY REQUIRED
5 YEAR SATISFACTION GUARANTEE INCLUDING COVERAGE FOR FADING, RUSTING, CHIPPING AND CRACKING

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. ALL DIMENSIONS ARE CONSIDERED TRUE AND REFLECT MANUFACTURER'S SPECIFICATIONS.
3. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info
REFERENCE NUMBER 928-106.

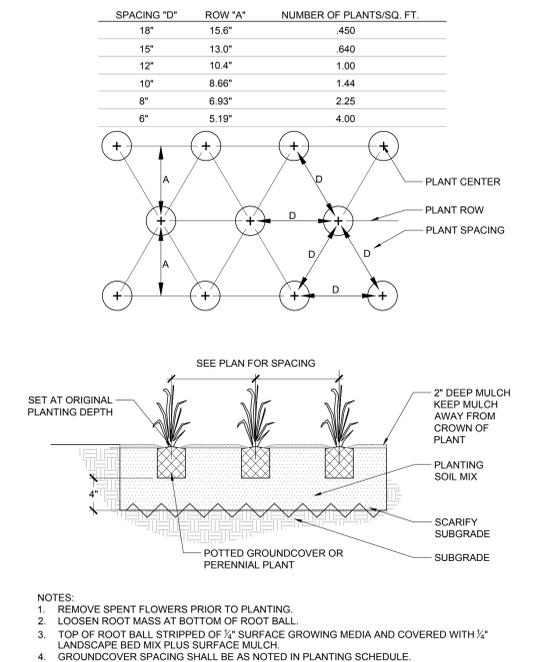
D BIKE RACK - DETAIL
SCALE: NTS



C TREE PLANTING DETAIL
SCALE: 1"=2"



B SHRUB PLANTING
SCALE: 1"=1"



A GROUNDCOVER/PERENNIAL PLANTING
SCALE: 1"=1"

CANOPY TREE REFERENCE IMAGES



Quercus rubra - Red Oak



Quercus phellos - Willow Oak



Quercus bicolor - Swamp White Oak



Platanus x acerifolia - London Plane



Nyssa sylvatica - Black Gum



Cladrastis kentuckea - American Yellowwood

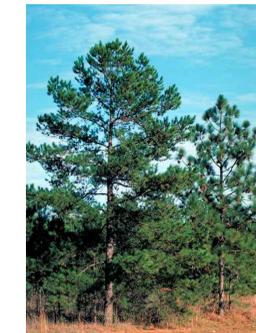
CONIFER TREE REFERENCE IMAGES



Juniperus virginiana 'Canaertii' - Red Cedar



Picea abies - Norway Spruce



Pinus echinata - Short Leaf Pine

ORNAMENTAL TREE REFERENCE IMAGES



Amelanchier x grandiflora 'Autumn Brilliance'



Cercis canadensis - Eastern Redbud



Cornus florida - Flowering Dogwood



Heptacodium miconioides Seven-Son Flower

SMALL ORNAMENTAL TREE REFERENCE IMAGES



Aesculus pavia - Red Buckeye



Cotinus coggygria - Smoke Tree

FOUNDATION SHRUBS REFERENCE IMAGES



Hamamelis vernalis - Witchhazel



Hydrangea paniculata



Ilex verticillata 'Winter Red' - Winterberry



Juniperus x pfitzeriana 'Sea Green'



Myrica pensylvanica - Northern Bayberry



Viburnum plicatum 'Doublefile'

BORDER SHRUBS REFERENCE IMAGES



Callicarpa americana - American Beautyberry



Cornus sericea 'Cardinal' - Red-twig Dogwood



Hydrangea paniculata 'Limelight' - Panicle Hydrangea



Juniperus - Grey Owl Juniper



Rhus aromatica 'Gro-Low'

NATIVE MEADOW PLANTING REFERENCE IMAGES



PLANTING SCHEDULE

	CANOPY TREES B+B, 2" Cal. Mature Height 30'+ Cladrastis kentuckea / American Yellowwood Nyssa sylvatica / Sour Gum Platanus x acerifolia 'Exclamation' TM / Exclamation London Plane Tree Quercus bicolor / Swamp White Oak Quercus phellos / Willow Oak Quercus rubra / Red Oak	27
	ORNAMENTAL TREES B+B, 2" Cal., Min. 8' Height at Planting Mature Height 20'-30' Amelanchier x grandiflora 'Autumn Brilliance' / 'Autumn Brilliance' Serviceberry Cercis canadensis / Eastern Redbud Cornus florida / Eastern Dogwood Heptacodium miconioides / Seven Sons Flower	17
	SMALL ORNAMENTAL TREES B+B, 1-1/2" Cal., 4" Min. Height at Planting Maximum Mature Height of 15' Aesculus pavia / Red Buckeye Cotinus coggygria / Smoke Tree	6
	EVERGREEN TREES B+B, 6" Min. Height at Planting Mature Height 20'+ Juniperus virginiana 'Canaertii' / Canaertii Juniper Picea abies / Norway Spruce Pinus echinata / Short Leaf Pine	27
	FOUNDATION SHRUBS Container, 5 Gal. Min. Mature Size Varies, Min. 10' Height Hamamelis vernalis / Spring Blooming Witchhazel Hamamelis x intermedia 'Arnold Promise' / Arnold Promise Hybrid Witch Hazel Hydrangea paniculata / Panicle Hydrangea Ilex verticillata 'Southern Gentleman' / Southern Gentleman Winterberry Holly Ilex verticillata 'Winter Red' / Winter Red Holly Juniperus x pfitzeriana 'Sea Green' / Sea Green Juniper Myrica pensylvanica / Northern Bayberry Viburnum nudum 'Winterthur' / Smooth Witherod Viburnum plicatum 'Doublefile' / Doublefile Viburnum	294
	BORDER SHRUBS Container, 5 Gal. Min. Mature Size Varies, 3' Min. - 5' Max. Callicarpa americana / American Beautyberry Cornus sericea 'Cardinal' / 'Cardinal' Red-twig Dogwood Hydrangea paniculata 'Limelight' TM / Limelight Hydrangea Juniperus virginiana 'Grey Owl' / Eastern Redcedar Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	120
	NATIVE MEADOW PLANTINGS Native Meadow Seed Mix	59,289 sf
	TURF SOD Turf-Type Tallgrass Fescue, Min. 3 Improved Cultivar	84,213 sf
	TURF SEED Seed Disturbed Areas, K31 Tall Fescue, Straw Mulch	25,159 sf



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 www.mha.us.com
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 Chesterfield, MO 63005
 636-530-9100
 Corporate License No.: 000996
Landscape Architect:
 SWT Design
 7722 Big Bend Blvd.
 St. Louis, MO 63119
 314-644-5700
 Certificate of Authority No.: 2006002904
MEP:

Fire Protection:
 NEW PROJECT FOR:
TRUE DISTRIBUTION CENTER
 EAST TERRA LANE
 O'FALLON, MO

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DESCRIPTION:

Issue Date:	12/2/2016
Job Number:	20466.02
Drawn By:	SER
Checked By:	BR
Drawing Title:	PLANTING PALETTE & SCHEDULE

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L-600

City of O'Fallon Planning and Development Department

100 North Main Street
O'Fallon, Missouri 63366
www.ofallon.mo.us



For additional information send inquiries to:
E-mail: tcoffman@ofallon.mo.us or call (636) 379-5544

Site Plan Application

OFFICE USE ONLY

Date of Initial Submittal: _____ Case No.: _____ Application Fee \$150.00 Paid: _____

Subject Property Information (Please Type or Print all requested information):

Property Location (Including Address, if applicable): 3005 HIGHWAY K
Proposed Use of Property: BRANCH BANK
Current Zoning: C-2 Proposed Zoning (If Applicable): N/A

Contact Information:

Applicant:

Name: The Roberts Grp. of KY
Contact Person: Mark Naylor LLC
Address: 239 C Southland Tr.
City/State/Zip: Lexington, KY 40503
Phone: 859.276.2006
E-mail: Naylor@TRGTRC.COM

Property Owner:

Name: REGIONS BANK
Contact Person: JOHN EARLEY
Address: 250 RIVERCHASE PKWY
City/State/Zip: BIRMINGHAM, AL #600 35244
Phone: 205.560.5348
E-mail: JOHN.EARLEY@REGIONS.COM

Contract Purchaser (if applicable):

Name: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

Engineer:

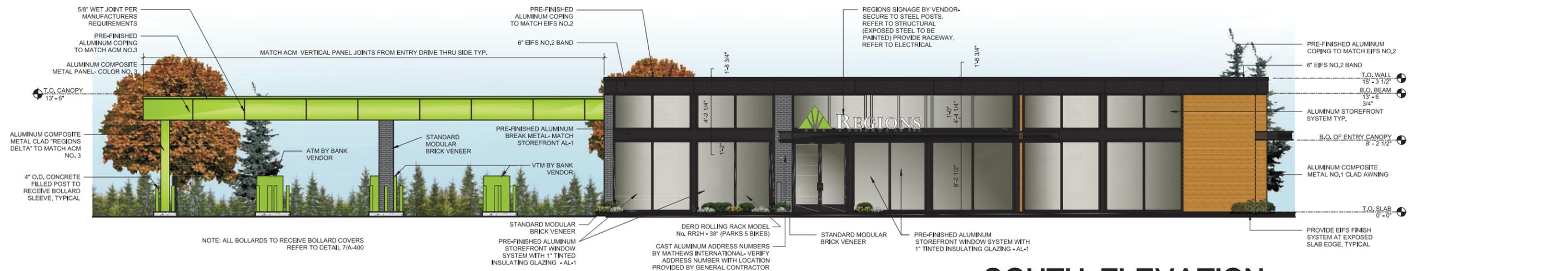
Name: same as applicant
Contact Person: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

[Signature]
Applicant Signature

12.1.16
Date

[Signature]
Owner Signature

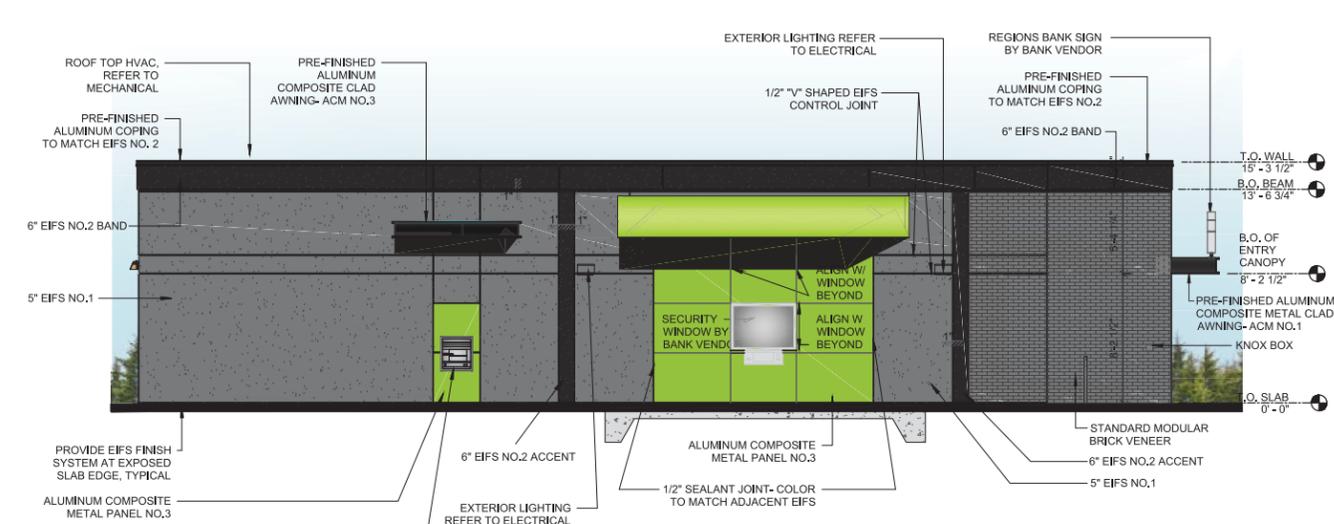
12.1.16
Date



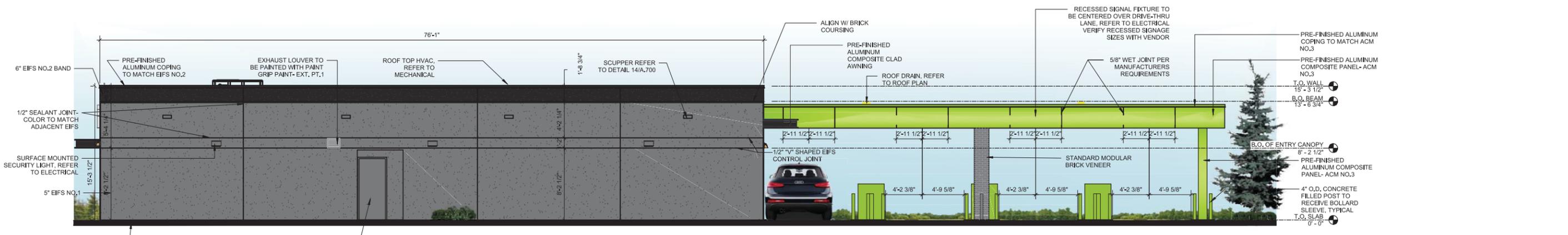
SOUTH ELEVATION



EAST ELEVATION

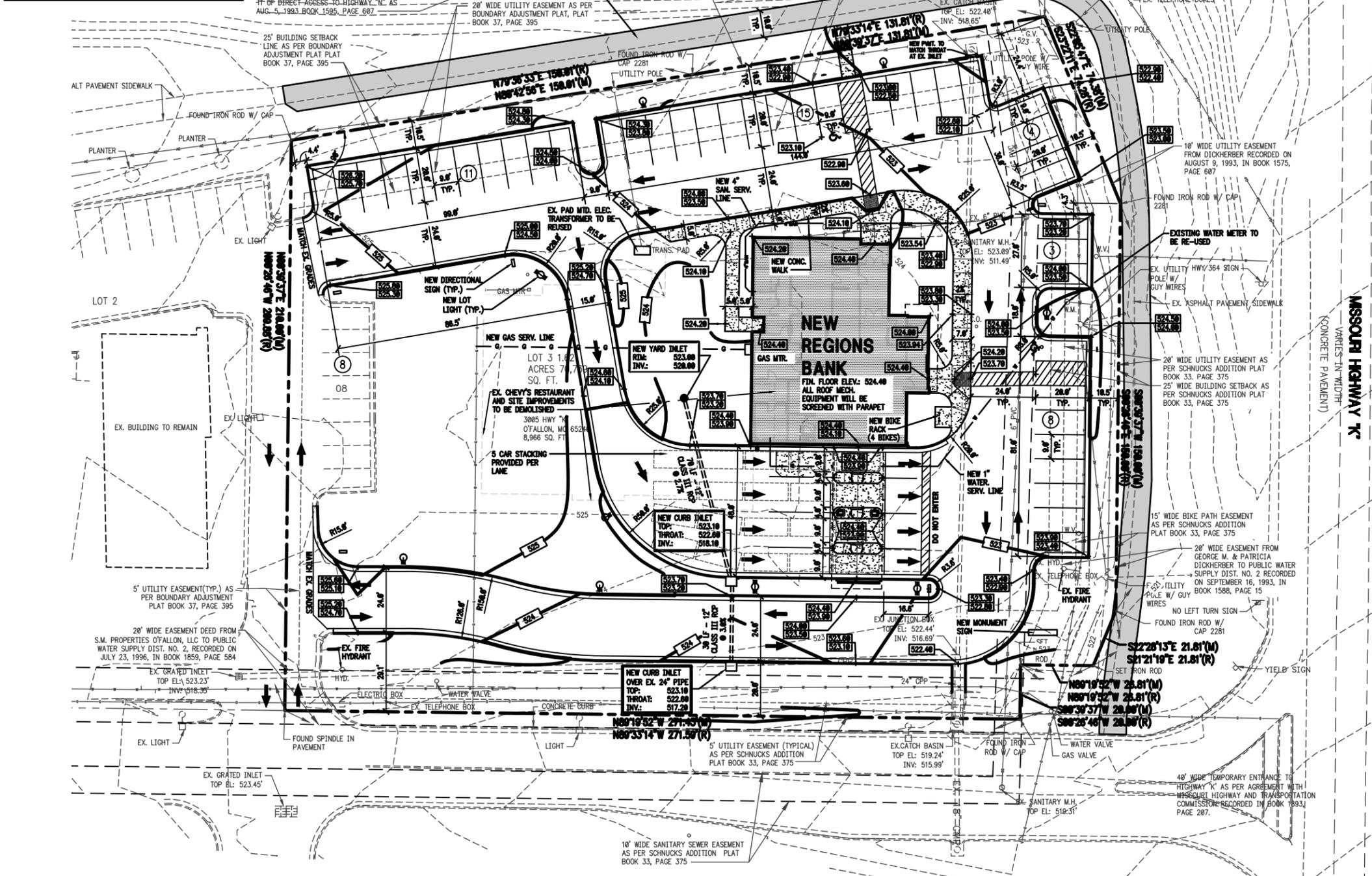
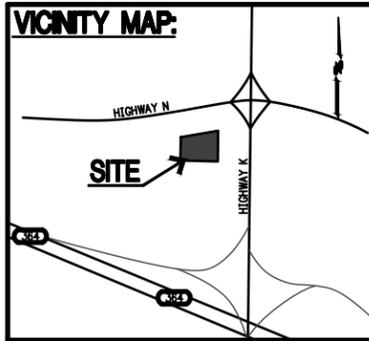


WEST ELEVATION



NORTH ELEVATION





GENERAL NOTES:

1. REFER ALSO TO SPECIFICATIONS, BUILDING DRAWINGS AND CIVIL DRAWINGS FOR PERTINENT INFORMATION.
2. THE INFORMATION SHOWN HEREIN WAS TAKEN FROM A SURVEY PRODUCED BY THE OWNER. VERIFY SETBACKS WITH CODE OFFICIAL PRIOR TO CONSTRUCTION.
3. THE LOCATIONS OF ALL UTILITIES SHOWN ON THESE PLANS ARE BASED ON THE AVAILABLE INFORMATION. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF UTILITIES WITH THE UTILITY OWNERS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
4. ALL HANDICAP SITE FEATURES SHALL BE CONSTRUCTED TO MEET ALL STATE, LOCAL AND A.D.A. REQUIREMENTS.
5. ANY DISCREPANCY IN THIS PLAN AND ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER PRIOR TO START OF CONSTRUCTION. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL SETBACKS, EASEMENTS, AND DIMENSIONS SHOWN HEREON BEFORE BEGINNING CONSTRUCTION.
6. PRIOR TO STARTING CONSTRUCTION, THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION OF ANY ITEM SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED ALL PLANS AND ANY OTHER DOCUMENTATION FROM ALL OF THE PERMITTING AND ANY OTHER REGULATORY AUTHORITIES. FAILURE OF THE CONTRACTOR TO FOLLOW THIS PROCEDURE SHALL CAUSE THE CONTRACTOR TO ASSUME FULL RESPONSIBILITY FOR ANY SUBSEQUENT MODIFICATION OF THE WORK MANDATED BY ANY REGULATORY AUTHORITY.
7. THE GENERAL CONTRACTOR SHALL CONTACT ALL OWNERS OF EASEMENTS, UTILITIES AND R.O.W.'S, PUBLIC OR PRIVATE, PRIOR TO WORKING IN THESE AREAS.
8. CONTRACTOR SHALL MAINTAIN THE SITE IN A MANNER SO THAT WORKMEN AND PUBLIC SHALL BE PROTECTED FROM INJURY, AND ADDING PROPERTY PROTECTED FROM DAMAGE.
9. ACCESS TO UTILITIES, FIRE HYDRANTS, STREET LIGHTING, ETC., SHALL REMAIN UNDISTURBED, UNLESS COORDINATED WITH RESPECTIVE UTILITY.
10. CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO ANY EXISTING ITEM AND/OR MATERIAL INSIDE OR OUTSIDE CONTRACT LIMITS DUE TO CONSTRUCTION OPERATIONS.
11. ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.
12. DO NOT SCALE THIS DRAWING AS IT IS A REPRODUCTION AND SUBJECT TO DISTORTION.
13. THE GENERAL CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE UPON COMPLETION OF THE PROJECT.
14. THE G.C. SHALL KEEP THE AREA OUTSIDE THE "CONSTRUCTION LIMITS" BROOM CLEAN AT ALL TIMES.
15. ALL SIGNAGE IS TO BE APPROVED SEPARATELY.
16. ALL ROOF TOP UTILITIES ARE TO BE SCREENED ON ALL SIDES FROM PUBLIC VIEW.

SITE STATISTICS:

SITE ADDRESS:	3085 HIGHWAY K
ZONING:	C-2 GENERAL BUSINESS DISTRICT
BUILDING USE:	BANK
BUILDING SETBACKS:	25' FRONT, 25' SIDE, 10' REAR
PARKING SETBACKS:	10'
SITE AREA:	78,739 S.F. / 1.824 ACRES
BUILDING AREA:	4,310 S.F. (1 STORY)
FLOOR AREA RATIO:	6%
BUILDING COVERAGE:	6%
EX. SITE COVERAGE:	51,577 SF OR 75% (IMPERVIOUS)
SITE COVERAGE:	41,278 SF OR 58% (IMPERVIOUS)
PARKING REQ'D FORMULA:	1 SPACE PER 300 S.F. OF GFA + 1/2 EMPLOYEES
PARKING SPACES REQ'D:	(1 PER 300 SF + 1 (2) EMPLOYEES = 21 REQUIRED
PARKING SPACES PROVIDED:	40 (INCL. 2 H.C. SPACES)
INTERIOR PARKING LANDSCAPE:	PARKING AREA: 37,440 SF REQUIRED INT. LOSCP: 6% OR 2,246 SF PROVIDED INT. LOSCP: 32% OR 12,613 SF
BUILDING HEIGHT:	15'-4"
REUSE:	AN EXTERIOR REFUSE CONTAINER IS NOT USED BY REGIONS BANK.

JOB NO.: 16100

PROJECT: REGIONS
 LOT 2C OF HOME DEPOTS ADDITION
 3005 HIGHWAY K
 OFALLON, MO
 REGIONS PROJECT # MOX0000000

OWNER:
 REGIONS REAL ESTATE DIVISION
 260 RIVERCHASE PARKWAY EAST, SUITE 600
 BIRMINGHAM, AL 35244
 205-650-6348



ARCHITECT/ENGINEER:
 The Roberts Group
 of Kentucky PC
 230-C Southland Drive - Lexington, KY 40503
 609-276-2008 / 609-276-2001 Faxline
 CORPORATE C.A. NO. W01281738
 ENGINEER C.A. NO. E-28156328669

DATE: 12/1/16

DRAWN BY:

CHECKED BY:

REVISIONS:

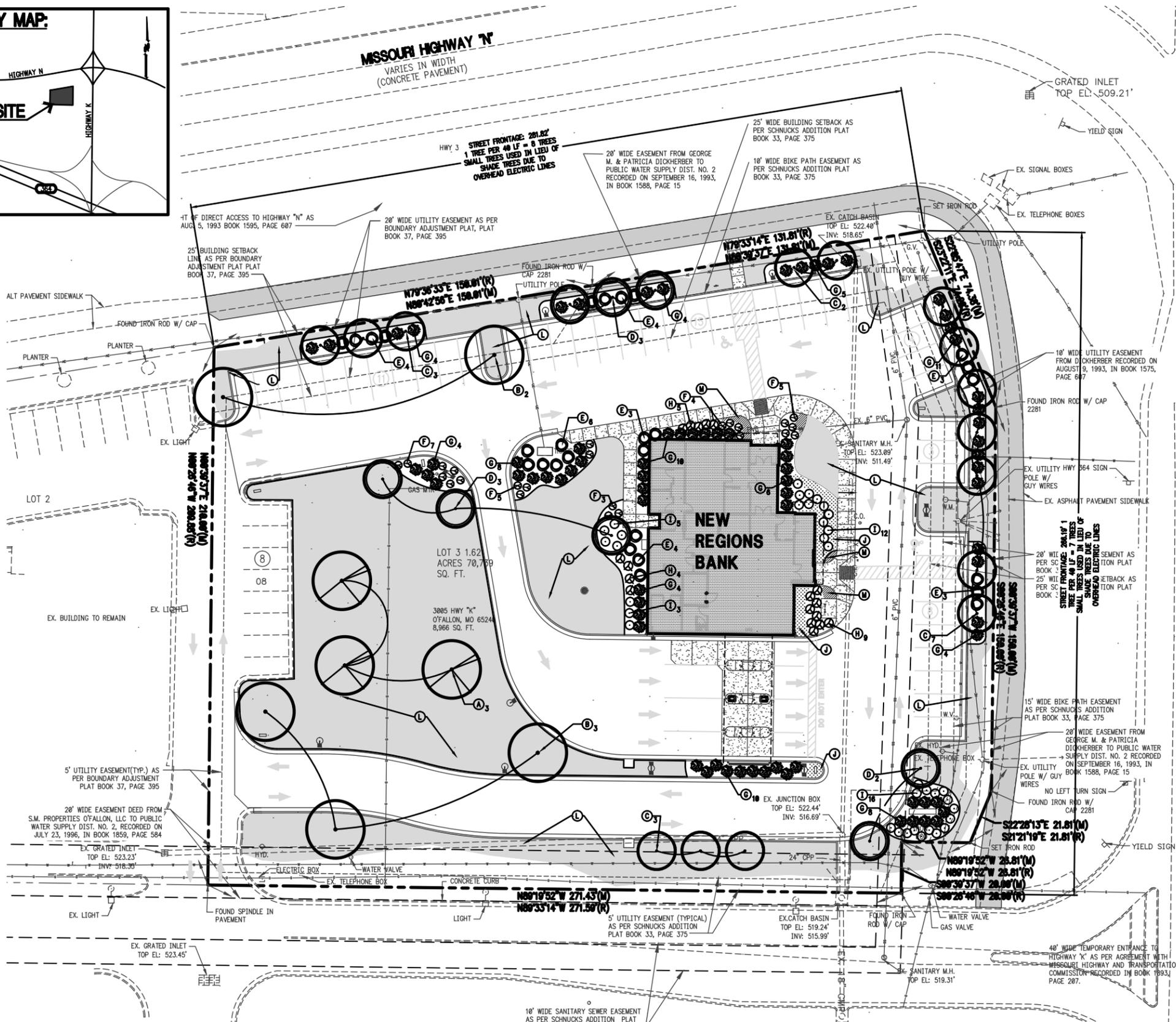
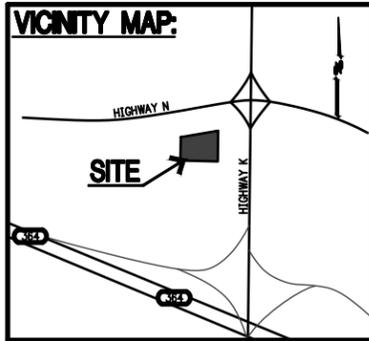
SITE DEVELOPMENT PLAN

SHEET NO.
C1.0

SITE DEVELOPMENT PLAN



12-01-2016



GENERAL NOTES:

1. SEE SHEET C1.0 FOR GENERAL NOTES.

GRADING NOTES:

1. ALL FILL TO BE COMPACTED TO 95% A.A.S.H.O. STANDARD COMPACTION.

LANDSCAPE NOTES:

- REFER TO SPECIFICATIONS AND ALL OTHER CIVIL DRAWINGS FOR MORE INFORMATION.
- THE GENERAL CONTRACTOR SHALL LEAVE THE SITE AT FINISH GRADE. THE LANDSCAPE CONTRACTOR SHALL REVISE GRADES AT A MINIMUM TO ENSURE SMOOTH TRANSITIONS BETWEEN PLANTING BEDS AND LAWN AREAS.
- PLANT MATERIAL: ALL PLANTS SHALL BE HEALTHY, VIGOROUS AND REPRESENTATIVE OF SPECIES SPECIFIED. ALL PLANTS SHALL BE WELL BRANCHED AND PROPORTIONED AND FREE OF ALL INSECTS, DISEASES, BARK BRUISES, SCRAPES, CRACKED BRANCHES AND PHYSICAL DAMAGE. SUBSTITUTION OF SPECIES OR SIZE MUST HAVE PRIOR APPROVAL.
- PLANT GUARANTEE: ALL PLANTS SHALL BE GUARANTEED TO LIVE FOR TWELVE (12) MONTHS. THE GUARANTEE SHALL COMMENCE UPON FINAL ACCEPTANCE OF THE PROJECT. IF ANY PLANTS ARE DEAD OR IN AN UNHEALTHY CONDITION BEFORE FINAL ACCEPTANCE, THE LANDSCAPE CONTRACTOR SHALL REPLACE THEM AT HIS EXPENSE. THIS REPLACEMENT SHALL NOT BE CONSIDERED A "GUARANTEED" REPLACEMENT.
- TOPSOIL REQUIREMENTS FOR PLANTING OPERATIONS AND GRADING/MOUNDS SHALL BE NATURAL FRIABLE, FERTILE SOIL CHARACTERISTIC OF PRODUCTIVE SOIL IN THE VICINITY. IT SHALL BE FREE OF CLAY LUMPS, STONES, ROOTS AND OTHER FOREIGN MATTER.
- MULCH: ALL PLANTING BEDS SHALL BE MULCHED 3" DEEP OVER NEED PREVENTIVE FABRIC WITH SHREDDED HARDWOOD MULCH.
- PLANTING PERIOD: EXECUTE ALL LANDSCAPE WORK AND PLANTING BETWEEN SEPTEMBER 1ST AND NOVEMBER 15TH, OR AS OTHERWISE DIRECTED BY THE OWNER.
- INSTALLATION OF PLANT MATERIAL SHALL BE IN ACCORDANCE WITH THE AMERICAN ASSOCIATION OF NURSERYMEN LANDSCAPE STANDARDS AND WITH THE GENERAL PLANTING SPECIFICATIONS AS SET FORTH BY THE GOVERNING MUNICIPALITY.
- THE BRANCHES OF DECIDUOUS TREES AND SHRUBS MAY BE SELECTIVELY TRAINED BY UP TO 1/3 IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICE, HOWEVER, IN NO CASE SHALL TRIMMING RESULT IN REDUCING THE OVERALL SIZE OF THE PLANT BELOW THAT SPECIFIED. NEVER CUT CENTRAL GROWTH LEADER ON EVERGREEN TREES.
- CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL UNDERGROUND UTILITIES. CONTRACTOR TO NOTIFY REGIONS REPRESENTATIVE OF ANY UNDERGROUND OBSTRUCTIONS AND RECEIVE APPROVAL IF NECESSARY, TO MOVE PLANTS FROM LOCATIONS SHOWN ON PLANS.
- LANDSCAPE MATERIALS SHALL BE LOCATED SO AS NOT TO OBSTRUCT VISUAL OR PHYSICAL ACCESS TO FIRE HYDRANTS. LOCATE ALL LANDSCAPE MATERIALS IN CONFORMANCE WITH UTILITY COMPANY REQUIREMENTS AT TRANSFORMERS, METERS, OVERHEAD LINES, ETC. SEE SITE UTILITIES PLAN.
- REMOVE ALL EXCESS ORGANIC MATERIAL FROM SITE AND DISPOSE OF IT IN CONFORMANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS.
- FERTILIZE ALL PLANT AREAS ACCORDING TO GOOD HORTICULTURAL PRACTICE FOR EACH PLANT TYPE AND SOIL CONDITION.
- ALL NON-SHRUB AREAS MUST BE FINISHED WITH LOCALLY GROWN SOD OF A VARIETY PRODUCING FINE TURFGRASS SUITABLE OF THIS LOCATION.
- PLANTING LOCATIONS SHOWN ARE GRAPHICAL REPRESENTATIONS ONLY.
- WEED CONTROL SCREEN TO BE PLACED BELOW MULCH IN BEDDING AREAS.
- STEEL EDGE BAND TO BE PLACED @ EDGE OF ALL PLANTING AREAS.

PLANT LIST:

Key	Common/Scientific Name	Size	Description
A	'Autumn Blaze' Maple <i>Acer x freemanii</i> 'Jeffersred'	1-1/2' - 2" Cal. B/B	Red Fall Color Shade Tree
B	Willow Oak <i>Quercus phellos</i>	1-1/2' - 2" Cal. B/B	Shade Tree
C	'Indian Summer' Crabapple <i>Malus sp.</i> 'Indian Summer'	1-1/2' - 2" Cal. B/B	Small Flowering Tree
D	Flowering Dogwood <i>Cornus florida</i>	1-1/2' - 2" Cal. B/B	Small Flowering Tree
E	Oakleaf Hydrangea <i>Hydrangea quercifolia</i>	No. 7 Cont.	Flowering Shrub
F	Adagio Maiden Grass <i>Miscanthus sinensis</i> 'Adagio'	No. 5 Cont.	Natural Grass
G	Dense Spreading Yew <i>Taxus x media</i> 'Densiformis'	18-24" spd. B/B	Evergreen Shrub
H	Autumn Embers Encore Azalea <i>Azalea sp.</i>	No. 5 Container	Red Flowering Shrub
I	Autumn Lilly Encore Azalea <i>Azalea sp.</i>	No. 5 Container	White Flowering Shrub
J	Aztec Grass <i>Liriope muscari</i> 'Aztec Grass'	No. 1 Container	Perennial Groundcover
K	'Mary Jane Carpenter' Daylily <i>Hemerocallis sp.</i>	No. 1 Container	Large Bloom Cream Daylily
L	Turf: Locally grown fine-fescue lawn turf sod to match existing at location		Turf Grass
M	Annuals: Locally grown, colors: white, red, and lavender to be approved by Owner's PM prior to planting	Min., 2 1/4" Peat pots, Plant Full	Seasonal Accent Flowers

LANDSCAPE STATISTICS:

SITE AREA:	76,739 S.F. / 1.624 ACRES
SITE ADDRESS:	3085 HIGHWAY K
ZONING:	C-2 GENERAL BUSINESS DISTRICT
PARKING SETBACK:	10'
INTERIOR PARKING LANDSCAPE:	PARKING AREA: 37,440 SF REQUIRED INT. LDCSP: 85 OR 2,246 SF PROVIDED INT. LDCSP: 32% OR 12,013 SF
REQUIRED OPEN SPACE TREES:	12,013 SF / 3,000 SF = 5 TREES

LANDSCAPE PLAN



JOB NO.: 16100

PROJECT: REGIONS
LOT 2C OF HOME DEPOTS ADDITION
3005 HIGHWAY K
O'FALLON, MO
REGIONS PROJECT # MOX0000000

OWNER: REGIONS REAL ESTATE DIVISION
260 RIVERCHASE PARKWAY EAST, SUITE 600
BIRMINGHAM, AL 35244
205-660-6348



ARCHITECT/ENGINEER: The Roberts Group
of Kentucky PC
220-C Southland Drive - Lexington, KY 40503
606-278-2008 / 606-278-2001 / Fax: 606-278-2009

CORPORATE C.A. NO. W01281738
LANDSCAPE C.A. NO. LA-2015031587

DATE: 12/1/16

DRAWN BY:

CHECKED BY:

REVISIONS:

LANDSCAPE PLAN

SHEET NO. L1.0

12-01-2016

City of O'Fallon Planning and Development Department

100 North Main Street
O'Fallon, Missouri 63366
www.ofallon.mo.us



For additional information send inquiries to:
E-mail: tcoffman@ofallon.mo.us or call (636) 379-5544

Conditional Use Permit/Conditional-Approval Application

OFFICE USE ONLY

Date of Initial Submittal: _____ Case No.: _____ Application Fee \$100.00 Paid: _____

Subject Property Information (Please Type or Print all requested information):

Property Location (Including Address, if applicable): 840 Bryan Rd
Proposed Use of Property: Patio
Current Zoning: O'Fallon MO Proposed Zoning (If Applicable): _____

Contact Information:

Applicant:	Property Owner:
Name: <u>Andy Meade/Jessica Huanec</u>	Name: <u>Rithi Inc</u>
Contact Person: _____	Contact Person: <u>Kamal</u>
Address: <u>840 Bryan Rd</u>	Address: <u>2638 Hwy 109 #202</u>
City/State/Zip: <u>O'Fallon MO 63366</u>	City/State/Zip: <u>Wildwood MO 63040</u>
Phone: <u>636-634-1709</u>	Phone: <u>636-273-1111 / 217-638-8891</u>
E-mail: <u>nattnickspub@gmail.com</u>	E-mail: <u>Kamal@rithiinc.com</u>

Contract Purchaser (if applicable):

Engineer:

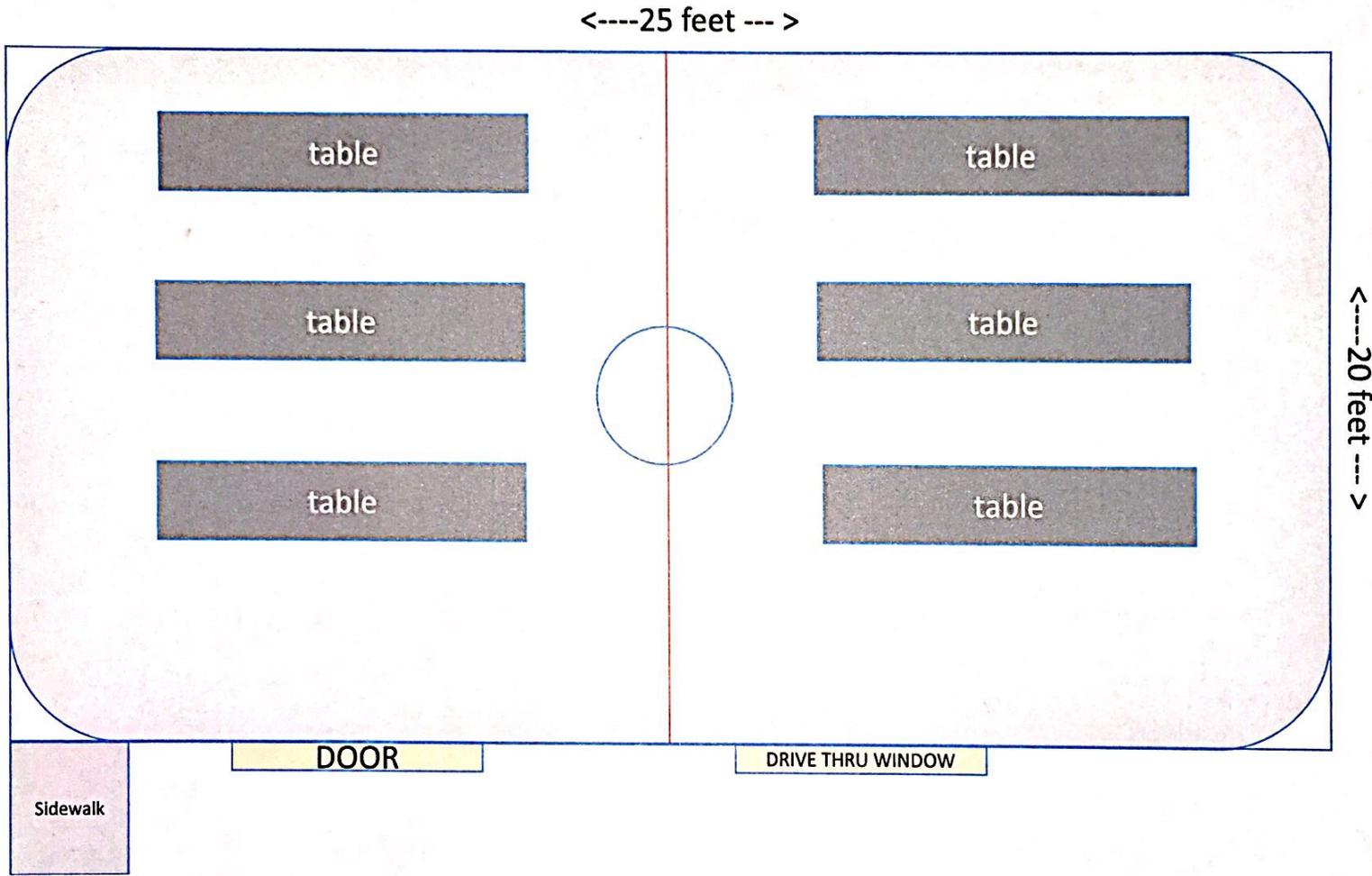
Name: _____	Name: _____
Contact Person: _____	Contact Person: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Phone: _____	Phone: _____
Email: _____	Email: _____

Jessica Huanec
Applicant Signature
Jessica Huanec
Owner Signature

10/28/16
Date
10/28/16
Date

Parking lot

Adding 2 Parking spots
next to current spots



Adding 4
Parking
spots near
back entry

Adding 4
Parking
spots here
along side
the
building

BRYAN ROAD

(VARIABLE WIDTH)

PARENT STRIP

PARENT STRIP

N19°35'11"E
 61.50'

L=514.41'

L=92.40'

R=954.93'

R=1054.95'

L=79.36'

N60°02'50"W
 230.69'

LOT 1
 AREA
 2.486 ACRES

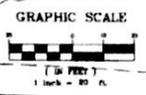
LOT 2 PROPOSED RETAIL BUILDING
 AREA
 1.934 ACRES
 FINISH FLOOR = 624.00

PROPERTY N/F
 JOHN M. FLAVIN TRUSTEE OF
 THE JOHN M. FLAVIN
 CRUSADER TRUST
 2906/1321
 ZONED C-3
 TOTAL AREA 5.336 ACRES

LANDSCAPE LEGEND

QTY 19	INDICATE PROPOSED HARDWOOD TREE MINIMUM 2" CALIPER (SPEC. SPEC. PROPOSED SPECIES, HEIGHT, Girth)
QTY 49	INDICATE PROPOSED EVERGREEN SHRUBS (HEIGHT, SPECIES, FORM, LOCATION, NUMBER, COMMENTS)

LANDSCAPE AS SHOWN IS SUBJECT TO FINAL REVIEW BY A QUALIFIED LANDSCAPE ARCHITECT



VETERAN'S MEMORIAL PARKWAY

(100' WIDE)

2 Additional Spots

4 additional spots

4 Additional spots

City of O'Fallon Planning and Development Department

100 North Main Street
O'Fallon, Missouri 63366
www.ofallon.mo.us
(636) 379-5544



For additional information send inquiries to:
E-mail: tcoffman@ofallon.mo.us or **Fax:** (636) 240-5511

Display House Plat Application

Subject Property Information (Please Type or Print):

Property Location (Including Address, if applicable): South of Hwy N. West of Curtis Lane

Subdivision Name: The Villages at Shady Creek

Annexation Date: _____ Current Zoning: MUTDD

Number of Builders Constructing Display Houses in this Plat: 1

Number of Display Houses Being Constructed in this Plat: 1

Applicant:

Name: Payne Family Homes, LLC

Contact Person: William Allen

Address: 10407 Baur Blvd, Suite B

City/State/Zip: St. Louis, MO 63132

Contact Phone: 314-996-0341 Fax: _____ E-mail: wra@paynefamilyhomes.com

Property Owner:

Name: Payne Family Homes, LLC

Contact Person: William Allen

Address: 10407 Baur Blvd, Suite B

City/State/Zip: St. Louis, MO 63132

Contact Phone: 314-996-0341 Fax: _____ E-mail: wra@paynefamilyhomes.com

Contract Purchaser (if applicable):

Name: N/A

Contact Person: _____

Address: _____

City/State/Zip: _____

Contact Phone: _____ Fax: _____ E-mail: _____

Display House Plat Application

Engineer:

Name: The Sterling Company

Contact Person: Jamey A. Henson, P.L.S. Rodney Arnold, P.E.

Address: 5055 New Baumgartner Rd

City/State/Zip: St. Louis, MO 63129

Contact Phone: 314-487-0440 Fax: 314-487-8944 E-mail: JHenson@sterling-eng-sur.com

Builder(s):

Name (Builder 1): <u>Same as applicant</u>	Name (Builder 2): _____
Contact Person: _____	Contact Person: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
E-mail: _____	E-mail: _____
Name (Builder 3): _____	Name (Builder 4): _____
Contact Person: _____	Contact Person: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
E-mail: _____	E-mail: _____

CHECKLIST

Prior to review and approval of the *Display House Plat* by the Planning and Zoning Commission, Staff will conduct a comprehensive review of the applicant's submission and provide a listing of any items that will need to be corrected, modified, or amended in order to meet City of O'Fallon Standards. If Planning and Zoning approval is granted, the required changes shall be shown on a revised *Display House Plat* that will be submitted to Staff for final approval prior to the issuance of any *Building Permits* for the display homes. This application shall be accompanied by the following information:

- An application fee of \$100.00, remitted in full. Fees to be paid regardless of *Display House Plat* approval. All documentation submitted as part of this application shall be turned into Staff fully assembled in individual packets that are sorted, collated, and folded - or else the application materials will not be accepted.
- Twenty-five (25) folded copies of the *Display House Plat*.
- Name and address of the property owner, the applicant, and/or the developer (if different from the applicant).

Display House Plat Application

- Name of the proposed subdivision, which shall be original and not a duplicate of any previously recorded subdivision. Provide copy of letter from St. Charles County approving subdivision and/or street names.
- A *Display House Plat* layout designed by qualified land planner, registered professional architect, engineer or land surveyor, with their stamp, signature, and address, that shall contain a complete set of notations and descriptions that supply the City Staff with all relevant site information including but not limited to: which lots will have display homes; where off street parking will be located; how display homes will be accessed from the public right of way; and any additional information needed to demonstrate compliance with all applicable codes, requirements, and restrictions.
- Provide a North Arrow and a scale on each page of the submittal. The scale shall be: One (1) inch equals 20 feet through One (1) inch equals 200 feet (no greater or less than specified).
- A site location map that shows site in relation with the surrounding area.
- The total acreage of the area to be platted.
- Indicate square footage of each home and lot proposed.
- Show existing and proposed 100-yr. floodplain and floodway boundaries (where applicable) and include a note stating whether the site is within or outside the 100-yr. floodplain and reference the applicable FIRM map panel number and date. Where the floodplain is proposed to be altered, the application must contain approval from FEMA for the alteration.
- Show the layout of all streets, sidewalks, or public access routes in the proposed plat. All of these shall be fully labeled to indicate width of right-of-way and proposed street names.
- Delineate the layout, dimensions, and setback requirements of each lot proposed; in addition, show the location of the proposed structure and any other associated accessory buildings.
- Provide twenty-five (25) copies of the colored building elevations of all four sides of the “typical” proposed building and indicate the types of building materials.
- Adhere to all regulations set forth in Section 405.050 of the *Subdivision and Land Development Code: Display Home Plat Procedure*.
- Provide an off-street parking area that conforms to the standards set forth in Section 400.495 of the *Zoning Code*, with the understanding that the parking surface will need to be removed at a later date (as determined by Staff and the Planning and Zoning Commission).
- Provide one (1) copy of all *Display House Plat* plan sheets in 11” x 17”.
- Any other information deemed necessary by the Planning and Zoning Commission; or any additional information deemed necessary by the Director of Planning and Development to adequately illustrate the proposed development.

Please Note:

- The *Display House Plat* is only valid until a *Record Plat* is approved by the City Council.
- Prior to construction, the Building Safety Division must review and approve the required *Building Permits*.
- A maximum of five (5) display homes per builder is allowed.

Wm R. Aen
Applicant Signature

12/1/16
Date

Wm R. Aen
Owner's Signature

12/1/16
Date



October 8, 2014

Rodney L. Arnold, P.E.
Director of Engineering
THE STERLING CO.
5055 New Baumgartner Road
St. Louis, MO 63129

NOTICE OF STREET NAME APPROVAL(S)

Re: **Villages at Shady Creek**

Parcel ID: 4-0067-0931-00-0003.0000000 Account #: 763890A000

Dear Mr. Arnold,

This letter is formal notification that the Department of Dispatch and Alarm has verified that the use of the street name(s) below would not duplicate a previously approved street name within St. Charles County, Missouri.

BRETTON TRAILS DR	HAMLET CT	LONG CREEK DR
BRISCOE GLEN CT	HAYER HILL CT	MOFFETT LAUREL DR
CHESSINGTON CT	HAYER HILL DR	NEWHALL HEATH CT
COLEBROOK CT	HAYCASTLE CT	OVERTON HEATH CT
FAR MEADOW CT	HAYCASTLE DR	SAWMILL GLEN CT
FAR MEADOW DR	KIMBALL GROVE CT	TOPSFIELD DR

The use of these street names apply to the following location:

Located approximately 1000 feet east of the intersection of Paul Renaud Blvd and Parkgate Dr. This site is within Wentzville Fire Protection District and the City of O'Fallon, Missouri.

****Please note: The municipality and zip code information listed below is based on currently available zip code and municipal jurisdiction information obtained from county sources.**

This letter concerns the assignment of an address and does not remove any requirements set forth by any convening municipal, county, or state authority.

Sincerely,

Debbie Fann

Debbie Fann
Addressing Coordinator
St. Charles County Department of Dispatch and Alarm



If you have any questions, please feel free to contact me Monday thru Friday, 8:00 A.M to 5:00 P.M.

Sincerely,

Debbie Fann

Debbie Fann
Addressing Coordinator
St. Charles County Department of Dispatch and Alarm

Cc: Wentzville Fire Protection District
City of O'Fallon, Missouri
O'Fallon Police Department-Dispatch
United States Postal Service-Address Management Systems
United States Postal Service-Postmaster 63367-9998
St. Charles County Ambulance District
St. Charles County Assessor's Office
St. Charles County Building Department
St. Charles County Department of Dispatch and Alarm/9-1-1 MSAG
St. Charles County Department of Dispatch and Alarm-Mapping
St. Charles County Election Authority
St. Charles County GIS
St. Charles County Highway Department
St. Charles County Planning and Zoning
St. Charles County Sheriff's Department

Location Map

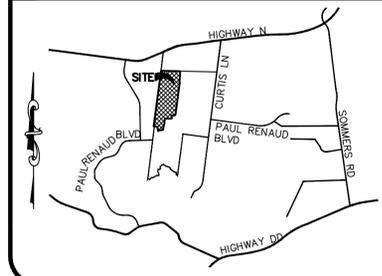


DISPLAY HOUSE PLAT

LOT 170 - THE VILLAGES AT SHADY CREEK

A TRACT OF LAND BEING PART OF U.S. SURVEY 931, TOWNSHIP 46 NORTH, RANGE 2 EAST
CITY OF O'FALLON, ST. CHARLES COUNTY, MISSOURI

LOCATION MAP N.T.S.



OWNER'S CERTIFICATE:
THE UNDERSIGNED OWNER OF THE TRACT OF LAND SHOWN HEREON DESIRES TO SUBDIVIDE SAID PROPERTY AND HAS SUBMITTED AND RECEIVED APPROVAL OF A SITE DEVELOPMENT PLAN. THE OWNER HAS PREPARED A DISPLAY HOUSE PLAT AS SHOWN HEREON TO BE KNOWN AS THE "DISPLAY HOUSE PLAT OF LOT 170 OF THE VILLAGES AT SHADY CREEK".

THE UNDERSIGNED OWNERS OF SAID PROPERTY, IN CONSIDERATION OF APPROVAL OF THE DISPLAY HOUSE PLAT, AS SHOWN HEREON, AND THE RIGHT TO CONSTRUCT A DISPLAY HOUSE THEREON, DOES BY THIS DOCUMENT BIND ITSELF, ITS HEIRS AND ASSIGNS TO THE FOLLOWING CONDITIONS:

- THE DISPLAY HOUSE PLAT SHALL BECOME NULL AND VOID UPON THE RECORDING OF AN APPROVED RECORD PLAT WHICH ESTABLISHES THAT THE DISPLAY HOUSE IS ON AN APPROVED LOT.
- NO PART OF THE PROPOSED SUBDIVISION MAY BE CONVEYED FOR ANY STRUCTURE THEREIN UNTIL THE DISPLAY HOUSE OR HOUSES HAVE BEEN LOCATED IN AN APPROVED AND RECORDED LOT.
- IF INITIAL CONSTRUCTION OF A DISPLAY HOUSE HAS NOT COMMENCED WITHIN NINETY (90) DAYS, THE DEPARTMENT'S APPROVAL SHALL LAPSE AND THE DWELLING UNIT DISPLAY PLAT SHALL BE NULL AND VOID.

A DEFEASIBLE EASEMENT IS HEREBY DEDICATED OVER HAVER HILL DRIVE (50 FEET WIDE), FAR MEADOW DRIVE (50 FEET WIDE) AND MOFFETT LAUREL DRIVE (50 FEET WIDE) AS SHOWN HEREON FOR INGRESS-EGRESS PURPOSES, UNTIL SUCH TIME AS THE PUBLIC STREET IS EXTENDED AND DEDICATED TO THE CITY OF O'FALLON, MISSOURI, FOLLOWING WHICH SAID DEFEASIBLE EASEMENT WILL BE AUTOMATICALLY NULL AND VOID.

THE UNDERSIGNED FURTHER STATES THAT SAID TRACT IS NOT ENCUMBERED BY DELINQUENT TAXES.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS DAY OF, 20

PAYNE FAMILY HOMES, LLC

BY:

PRINT NAME AND TITLE

STATE OF MISSOURI)
COUNTY OF ST. CHARLES) SS.

ON THIS DAY OF, 20, BEFORE ME PERSONALLY APPEARED TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE OF PAYNE FAMILY HOMES, LLC, A MISSOURI LIMITED LIABILITY COMPANY, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND SAID ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES:

.....

NOTARY PUBLIC

LIENHOLDER - PARTIAL RELEASE OF DEED OF TRUST:

WHEREAS, BY A DEED OF TRUST DATED AND RECORDED IN DEED BOOK PAGE OF THE ST. CHARLES COUNTY RECORDS, CONVEYED TO THE TRUSTEE THEREIN NAMED CERTAIN REAL ESTATE TO SECURE THE PAYMENT OF CERTAIN NOTE OR NOTES IN SAID DEED DESCRIBED AND SET FORTH, AND WHEREAS, SAID DEED OF TRUST AND NOTE OR NOTES HAS OR HAVE BEEN PARTIALLY PAID AND SATISFIED.

NOW THEREFORE, THE UNDERSIGNED, PRESENT HOLDER AND LEGAL OWNER OF SAID DEED OF TRUST AND NOTE OR NOTES, DOES HEREBY JOIN IN AND APPROVE IN EVERY DETAIL THIS PLAT OF "DISPLAY HOUSE PLAT OF LOT 170 - VILLAGES AT SHADY CREEK".

TO HAVE AND TO HOLD SAME, WITH ALL APPURTENANCES THERETO BELONGING FREE, CLEAR AND DISCHARGED FROM THE ENCUMBRANCE OF SAID DEED OF TRUST.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THESE PRESENTS THIS DAY OF, 20

BY:

PRINT NAME AND TITLE

STATE OF MISSOURI)
COUNTY OF ST. CHARLES) SS.

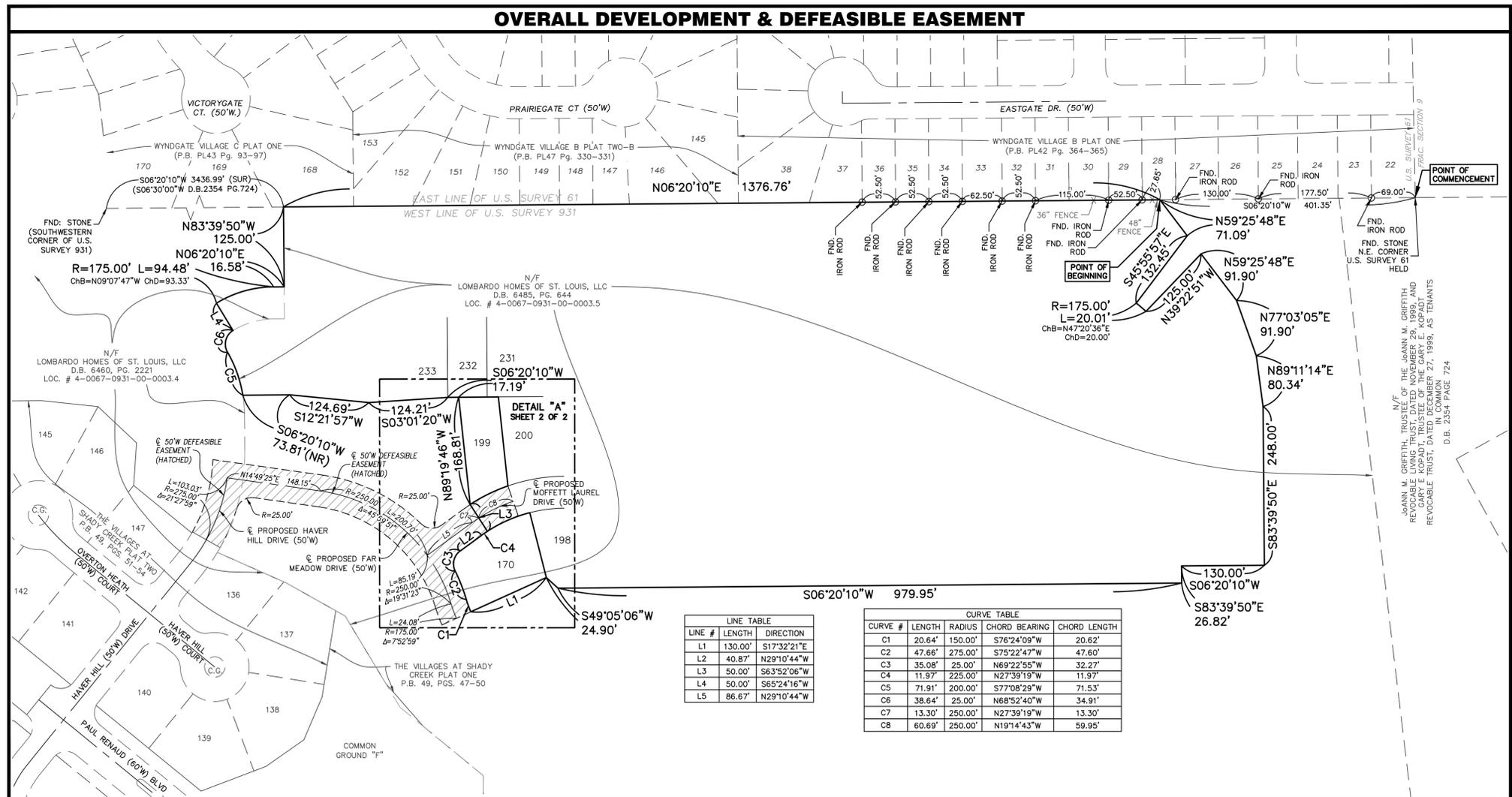
ON THIS DAY OF, 20, BEFORE ME APPEARED TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY HE/SHE IS THE AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID ASSOCIATION AND SAID ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID ASSOCIATION.

IN TESTIMONY WHEREOF, I HAVE HEREWIT SET MY HAND AND AFFIXED MY NOTARIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES:

.....

NOTARY PUBLIC



LINE #	LENGTH	DIRECTION
L1	130.00'	S17°32'21"E
L2	40.87'	N29°10'44"W
L3	50.00'	S63°52'06"W
L4	50.00'	S65°24'16"W
L5	86.67'	N29°10'44"W

CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	20.64'	150.00'	S76°24'09"W	20.62'
C2	47.66'	275.00'	S75°22'47"W	47.60'
C3	35.08'	25.00'	N69°22'55"W	32.27'
C4	11.97'	225.00'	N27°39'19"W	11.97'
C5	71.91'	200.00'	S77°08'29"W	71.53'
C6	38.64'	25.00'	N68°52'40"W	34.91'
C7	13.30'	250.00'	N27°39'19"W	13.30'
C8	60.69'	250.00'	N19°14'43"W	59.95'

CITY CERTIFICATION:

I, PAM CLEMENT, CITY CLERK OF THE CITY OF O'FALLON, MISSOURI, HEREBY CERTIFY THAT ORDINANCE NO. APPROVING THIS PLAT AND DIRECTING ME TO ENDORSE SAME UNDER MY HAND AND SEAL WAS DULY PASSED AND APPROVED BY THE CITY COUNCIL OF SAID CITY AND SAME APPROVED BY THE MAYOR OF SAID CITY ON AND AS ORDINANCE DIRECTED, I HEREBY ENDORSE SAID PLAT BY MY HAND AND SEAL OF SAID CITY THIS DAY OF, 20

.....
PAM CLEMENT
CITY CLERK
CITY OF O'FALLON, MISSOURI

SURVEYOR'S NOTES:

- THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEARS BELOW ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PAGE AND DISCLAIMS (PURSUANT TO SECTION 327.41 RSMO) ANY RESPONSIBILITY FOR PLANS, SPECIFICATIONS, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT FOR WHICH THIS PAGE APPEARS.
- THIS PLAT CONTAINS 13,659 SQUARE FEET AND 1 LOT.
- THIS TRACT IS ZONED MUTD0 - MIXED-USE TRADITIONAL DEVELOPMENT DISTRICT.
- BASIS OF BEARINGS: THE VILLAGES AT SHADY CREEK PLAT TWO, RECORDED IN PLAT BOOK 49, PAGES 51-54 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS.
- SOURCE OF RECORD TITLE: GENERAL WARRANTY DEED TO LOMBARDO HOMES OF ST. LOUIS, LLC, RECORDED IN BOOK 6485, PAGE 644 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS.
- SUBJECT TRACT IS LOCATED IN FLOOD ZONE "X" (UN-SHADED) ACCORDING TO NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR ST. CHARLES COUNTY, MISSOURI AND INCORPORATED AREAS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP NUMBER 28183C0220G EFFECTIVE JANUARY 20, 2016.
ZONE "X" (UN-SHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN
- THE TEMPORARY PARKING ON LOT 199 SHALL BE REMOVED IN CONJUNCTION WITH THE CLOSING OF THE DISPLAY UNITS.
- WHEN THE TEMPORARY PARKING ON LOT 199 IS REMOVED, THE SIDEWALK ON THE LOT WILL BE REPLACED WITH A CONCRETE SIDEWALK THAT CONFORMS TO CITY OF O'FALLON STANDARDS, UPON COMPLETION OF THESE UNITS.

PREPARED FOR:

PAYNE FAMILY HOMES, LLC
10407 BAHR BLVD, SUITE B
ST. LOUIS, MO 63132
(314) 996-0341

SURVEYOR'S CERTIFICATE:

ORDER NUMBER: 16-10-293
THE STERLING COMPANY
5055 NEW BAUMGARTNER ROAD,
ST. LOUIS, MO 63129 (314) 487-0440
THIS IS TO CERTIFY THAT AT THE REQUEST OF PAYNE FAMILY HOMES, LLC, THE STERLING COMPANY HAS, DURING THE MONTH OF DECEMBER, 2016, PREPARED THIS DISPLAY HOUSE PLAT OF LOT 170 OF THE VILLAGES AT SHADY CREEK, BEING A TRACT OF LAND BEING A PART OF U.S. SURVEY 931, TOWNSHIP 46 NORTH, RANGE 2 EAST, CITY OF O'FALLON, ST. CHARLES COUNTY, MISSOURI. THE RESULTS OF SAID DISPLAY HOUSE PLAT ARE AS SHOWN HEREON. THIS PLAT IS NOT A SURVEY AND DOES NOT MEET THE "MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS".
IN WITNESS WHEREOF, IT HAS SIGNED AND SEALED THE FOREGOING THIS DAY OF, 2016.
THE STERLING COMPANY
MO REG. 307-D

.....
JAMEY A. HENSON, PLS
MO REG. L.S. 2007017963

THE STERLING CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-487-0440 Fax 314-487-8944
www.sterling-eng-sur.com

DRAWN BY:	GFS	MSD P# - N/A
CHECKED BY:	JAH	DATE: NOV. 30, 2016
JOB NO.:	16-10-293	SHADY CREEK - LOT 170 DISPLAY HOUSE PLAT

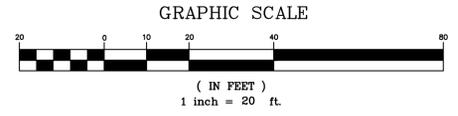
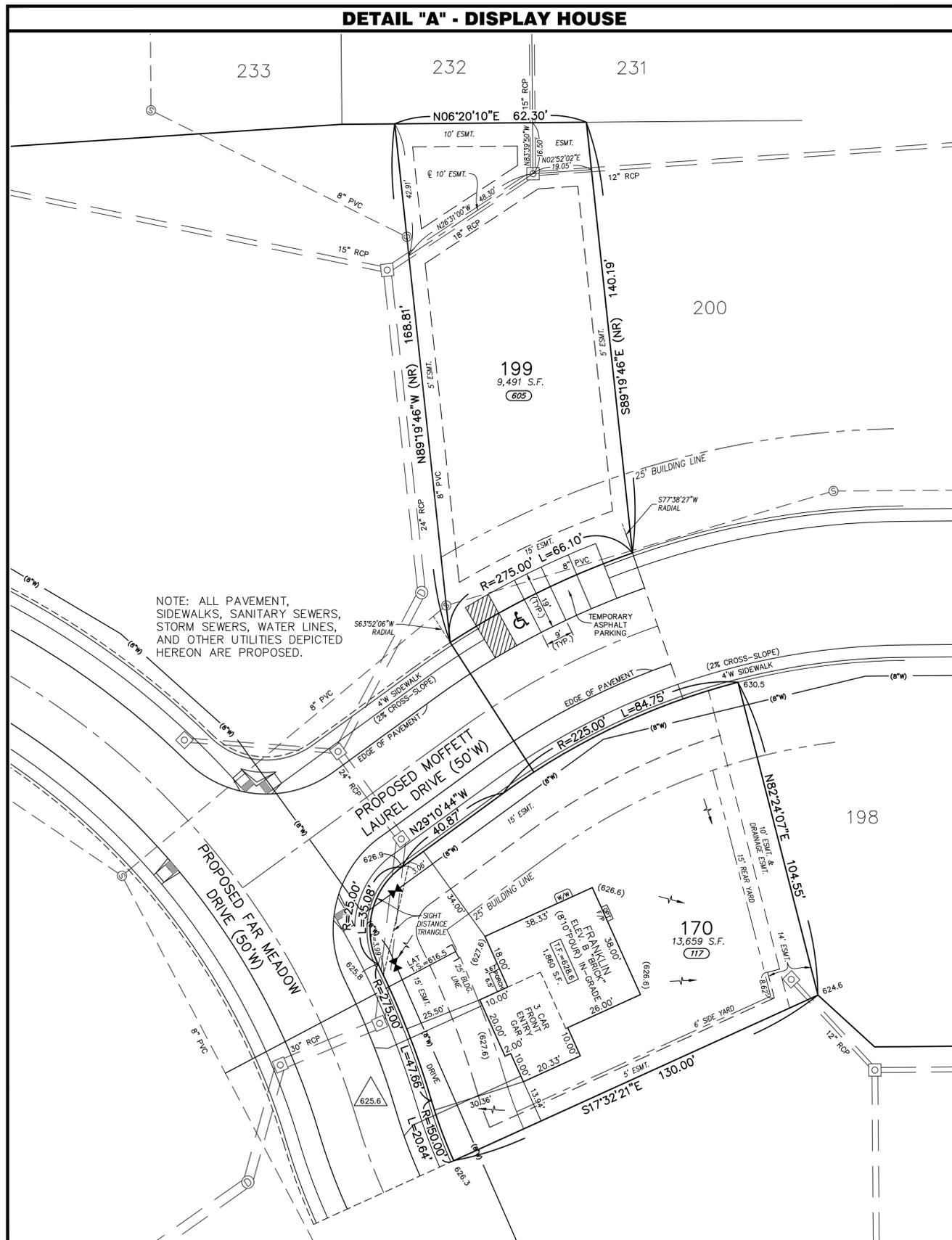
Drawing name: C:\Users\glennon\AppData\Local\Temp\AcP\Public\8076\0268Rec\CHP.dwg Plotted on: Nov 30, 2016 - 7:26am Plotted by: glennon

DISPLAY HOUSE PLAT

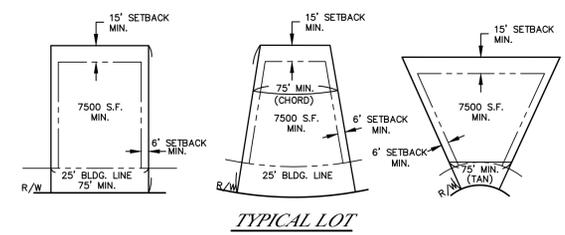
LOT 170 - THE VILLAGES AT SHADY CREEK

A TRACT OF LAND BEING PART OF U.S. SURVEY 931, TOWNSHIP 46 NORTH, RANGE 2 EAST
CITY OF O'FALLON, ST. CHARLES COUNTY, MISSOURI

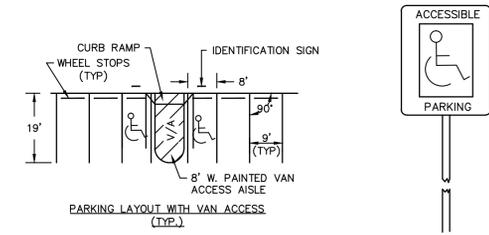
DETAIL "A" - DISPLAY HOUSE



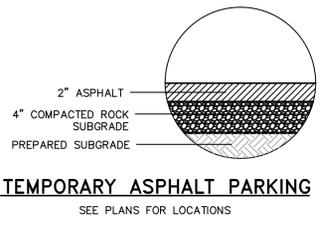
- LEGEND**
- CURB/ AREA INLET
 - GRATED INLET
 - STORM MANHOLE
 - SANITARY MANHOLE
 - FIRE HYDRANT
 - WATER VALVE
 - ADDRESS
 - EASMT. EASEMENT
 - P.W.M.T. PAVEMENT
 - BLDG. BUILDING
 - DRAINAGE ARROW



NOTE: NO STEP AT ACCESSIBLE ENTRANCE DOORS.



HANDICAPPED IDENTIFICATION SIGN
N.T.S.



THE STERLING CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-487-0440 Fax 314-487-8944
www.sterling-eng-sur.com

DRAWN BY:	GFS	MSD P# - N/A
CHECKED BY:	JAH	DATE: NOV. 30, 2016
JOB NO.:	16-10-293	SHADY CREEK - LOT 170 DISPLAY HOUSE PLAT

SURVEYOR'S CERTIFICATE:
SEE SHEET 1 OF 2 FOR CERTIFICATION.

THE STERLING COMPANY
MO REG. 307-D

JAMEY A. HENSON, PLS.
MO REG. L.S. 2007017963

Drawing name: C:\Users\glemon\AppData\Local Temp\AcPublish\8076\0203Rec\CHP.dwg Plotted on: Nov. 30, 2016 - 7:25am Plotted by: glemon

City of O'Fallon Planning and Development Department

100 North Main Street
O'Fallon, Missouri 63366
www.ofallon.mo.us



For additional information send inquiries to:
E-mail: tcoffman@ofallon.mo.us or call (636) 379-5544

Conditional Use Permit/Conditional-Approval Application

OFFICE USE ONLY

Date of Initial Submittal: _____ Case No.: _____ Application Fee \$100.00 Paid: _____

Subject Property Information (Please Type or Print all requested information):

Property Location (Including Address, if applicable): 318 School St. O'Fallon, MO 63366
Proposed Use of Property: telecommunication tower
Current Zoning: B Proposed Zoning (If Applicable): R

Contact Information:

Applicant:

Property Owner:

Name: St Charles Tower
Contact Person: Michelle Dohrman
Address: 4 West Dr. ste 110
City/State/Zip: Chesterfield, MO 63017
Phone: 314-541-3810
E-mail: mdohrman@sct-services.com

Name: City of O'Fallon
Contact Person: Mike Pratt
Address: 100 North Main St.
City/State/Zip: O'Fallon, MO 63366
Phone: 636-240-2000
E-mail: mpratt@ofallon.mo.us

Contract Purchaser (if applicable):

Engineer:

Name: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

Name: All states Engineering
Contact Person: Lee Hyde
Address: 4 West Dr ste 110
City/State/Zip: Chesterfield, MO 63017
Phone: _____
Email: leeh@allstatesengineering.com

Michelle Dohrman
Applicant Signature

11/29/10
Date

Owner Signature

Date

City of O'Fallon Planning and Development Department

100 North Main Street
O'Fallon, Missouri 63366
www.ofallon.mo.us



For additional information send inquiries to:
E-mail: tcoffman@ofallon.mo.us or call (636) 379-5544

Site Plan Application

OFFICE USE ONLY

Date of Initial Submittal: _____ Case No.: _____ Application Fee \$150.00 Paid: _____

Subject Property Information (Please Type or Print all requested information):

Property Location (Including Address, if applicable): 315 school st.

Proposed Use of Property: tele communication tower

Current Zoning: R Proposed Zoning (If Applicable): R

Contact Information:

Applicant:

Name: St Charles tower
Contact Person: Michelle Dohrman
Address: 4 west Dr. sk110
City/State/Zip: Chesterfield, MO 63017
Phone: 314-541-3810
E-mail: mdohrman@sctservices.com

Property Owner:

Name: City of O'Fallon
Contact Person: Mile Pratt
Address: 100 North Main St.
City/State/Zip: O'Fallon, MO 63366
Phone: 636-240-2000
E-mail: mpratt@ofallon.mo.us

Contract Purchaser (if applicable):

Name: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

Engineer:

Name: All states Engineering
Contact Person: Lee Hyde
Address: 4 west Dr sk110
City/State/Zip: Chesterfield; MO 63017
Phone: _____
Email: leeh@allstatesengineering.com

Michelle Dohrman
Applicant Signature

11/29/10
Date

Owner Signature

Date

4 West Dr. Suite 110
Chesterfield, MO 63017
www.stcharlestower.com
Office: 636-530-9824
Fax: 636-530-9825



29 November 2016

Planning and Zoning Department
City of O'Fallon
100 north Main Street
O'Fallon, MO 63366

Planning and Zoning Department:

St. Charles Tower is proposing a drop and swap at 318 School Street. We would like to dismantle the existing Stealth Water Tower and replace it with a Telecommunication Monopole. The Monopole will be the same height as the existing Water Tower, 120 feet. The Monopole will have the capacity to hold multiple carriers, as per the drawings on page A3. Since antennas are already installed on the Stealth Water Tower we feel that the replacement of the Monopole will have a positive visual impact on the surrounding residents or area. St. Charles Tower plans to use the existing fencing at the site location with some additional fencing to encompass the Monopole.

If you have additional questions or concerns, please feel free to call or e-mail.

Sincerely,

Michelle Dohrman
Site Acquisition Coordinator
Saint Charles Tower, Inc.
4 West Drive, Suite 110
Chesterfield, MO 63017
O:636-530-9824
F:636-530-9825
C:314-541-3810
mdohrman@sctservices.com

ST. CHARLES TOWER

SITE NUMBER: -
 SITE NAME: 318 SCHOOL STREET
 318 SCHOOL STREET
 O'FALLON, MO 63366
 ST. CHARLES COUNTY



ALL STATES
 ENGINEERING & SURVEYING
 A ZALZALI & ASSOCIATES COMPANY

23675 BIRTCHEER DRIVE
 LAKE FOREST, CA 92630
 PHONE: (949) 273-0996

SITE NO: -
 DRAWN BY: NC
 CHECKED BY: DW

CONSTRUCTION DRAWINGS
 IF USING 11"x17" PLOT,
 DRAWINGS WILL BE HALF SCALE

SITE INFORMATION

PROPERTY OWNER: CITY OF O'FALLON
 100 NORTH MAIN STREET
 O'FALLON, MO 63366

APPLICANT: ST. CHARLES TOWER
 ADDRESS: #4 WEST DRIVE SUITE 110
 ST. LOUIS, MO 63017

PARCEL ID (APN)#: 2-057A-5029-00-0059.0000000

ZONING JURISDICTION: CITY OF O'FALLON

CURRENT ZONING: R-1: SINGLE-FAMILY RESIDENTIAL

PROPOSED USE: UNMANNED TELECOMMUNICATIONS FACILITY

TELCO: AT&T

POWER: AMEREN UE

GPS COORDINATES

LATITUDE: 38° 48' 27.32" N (38.807589)

LONGITUDE: 90° 42' 9.92" W (-90.702756)

LAT/LONG TYPE: NAD 83

GROUND ELEVATION: 579' AMSL (NAVD88)

LOCATION PLAN

JURISDICTION: ST CHARLES COUNTY

LEGAL DESCRIPTION: REGENCY PLAZA #2;
 RESUB LOT 6B OF RESUB LOT 6 - LOT 6B1

EXISTING BUILDING (55') EXISTING TOWER

EXISTING WATER TOWER RAULAND OTHER

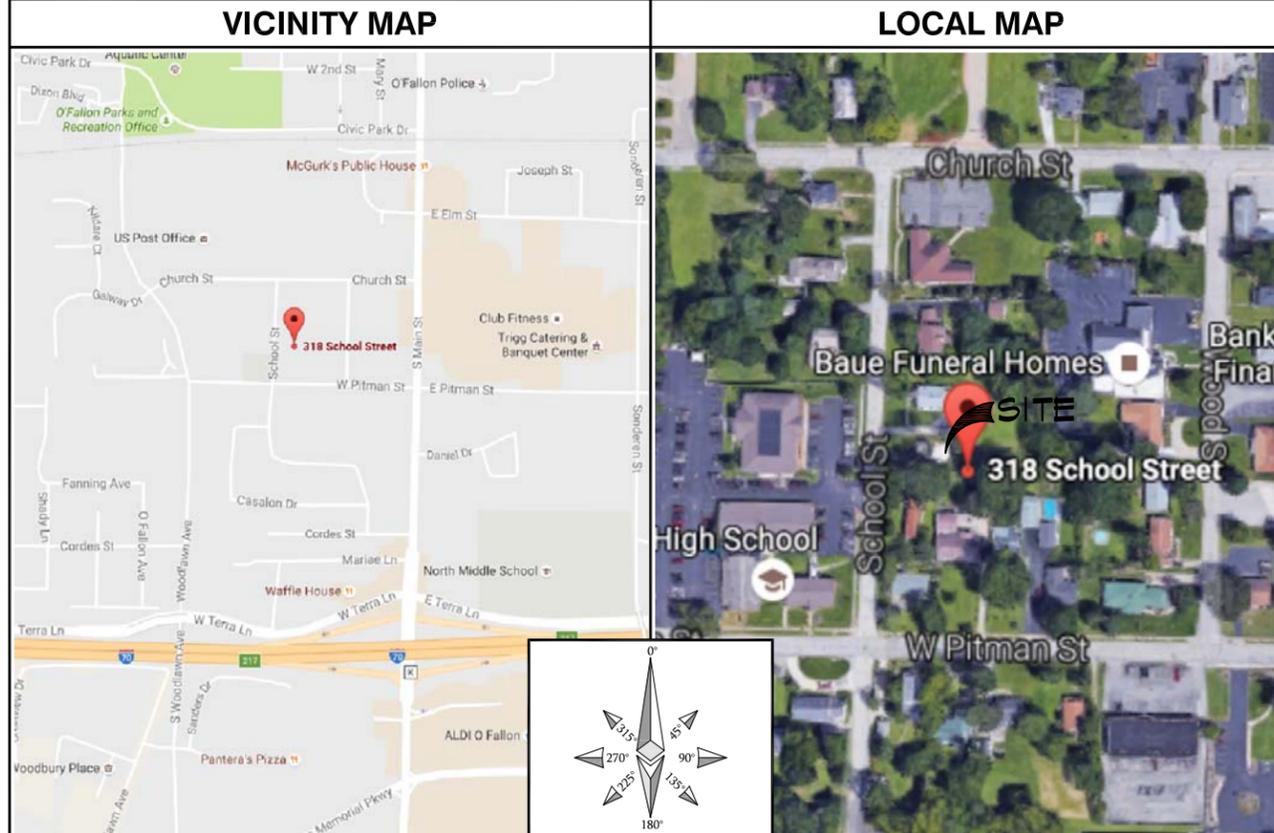
PROJECT TEAM

ENGINEER:
 ALL STATES ENGINEERING & SURVEYING
 #4 WEST DRIVE
 CHESTERFIELD, MO 63017
 OFFICE: (314) 450-8098
 PRINCIPAL: WISSAM ZALZALI (PE24538)
 CELL: (949) 609-9559
 PM: DEAN WALKER
 CELL: (714) 230-5714
 EMAIL: dean@zalzali.com

SITE ACQUISITION MANAGER:
 TBD

CONSTRUCTION MANAGER:
 TBD

LOCATION MAPS



DRIVING DIRECTIONS

DIRECTIONS FROM LAMBERT AIRPORT:

TAKE I-70 WEST FOR 18 MILES TO EXIT 217 FOR COUNTY ROAD 'K', AND STAY RIGHT ON THE EXIT RAMP TO HEAD NORTH ON N MAIN ST.
 TAKE NORTH MAIN STREET 1/4 MILE TO A LEFT TURN ONTO WEST PITMAN STREET.
 TAKE WEST PITMAN STREET 800 FEET TO A RIGHT TURN ONTO SCHOOL STREET.
 CONTINUE STRAIGHT, DESTINATION IS THE WATER TOWER BUILDING ON THE RIGHT.
 ARRIVE AT 318 SCHOOL STREET, O'FALLON, MO 63366

ENGINEERING

2015 IBC (INTERNATIONAL BUILDING CODE)
 2012 IRC (INTERNATIONAL RESIDENTIAL CODE)
 2012 IFC (INTERNATIONAL FIRE CODE)
 2014 NEC (NATIONAL ELECTRICAL CODE)
 TIA/EIA-222-G-2 OR LATEST EDITION
 LOCAL BUILDING/PLANNING CODE

PROJECT DESCRIPTION

ST. CHARLES TOWER PROPOSES TO INSTALL INFRASTRUCTURE AND SCREENING FOR A NEW WIRELESS COMMUNICATION SITE. THE SCOPE WILL CONSIST OF THE FOLLOWING:

- MODIFY/ADD 8'-0" H. CHAIN LINK FENCE (EXPAND ENCLOSURE) TO ±50'x±84' (4064 S.F.)
- INSTALL (1) NEW 120'-0" TALL STEEL MONOPOLE ANTENNA SUPPORT STRUCTURE
- RELOCATE EXISTING VERIZON ANTENNA ARRAY (9 PANEL ANTENNAS) TO NEW MONOPOLE
- REMOVE EXISTING WATER TOWER, FOUNDATIONS, PUMP-SHED & STORM PIPING
- INSTALL NEW GROUND RING/SYSTEM FOR NEW MONOPOLE/ENCLOSURE, TIE TO EXISTING
- INSTALL NEW POWER AND TELCO UTILITY MPOC(S) FOR CARRIER/TENANTS

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

DRAWING INDEX

SHEET NO:	SHEET TITLE
T-1	TITLE SHEET
C-1	SURVEY (PRELIMINARY)
SP-1	SITE PLAN
A-1	ARCHITECTURAL PLAN
A-2	LEASE AREA PLAN
A-3	ELEVATIONS

DO NOT SCALE DRAWINGS

SUBCONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS & FIELD CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.



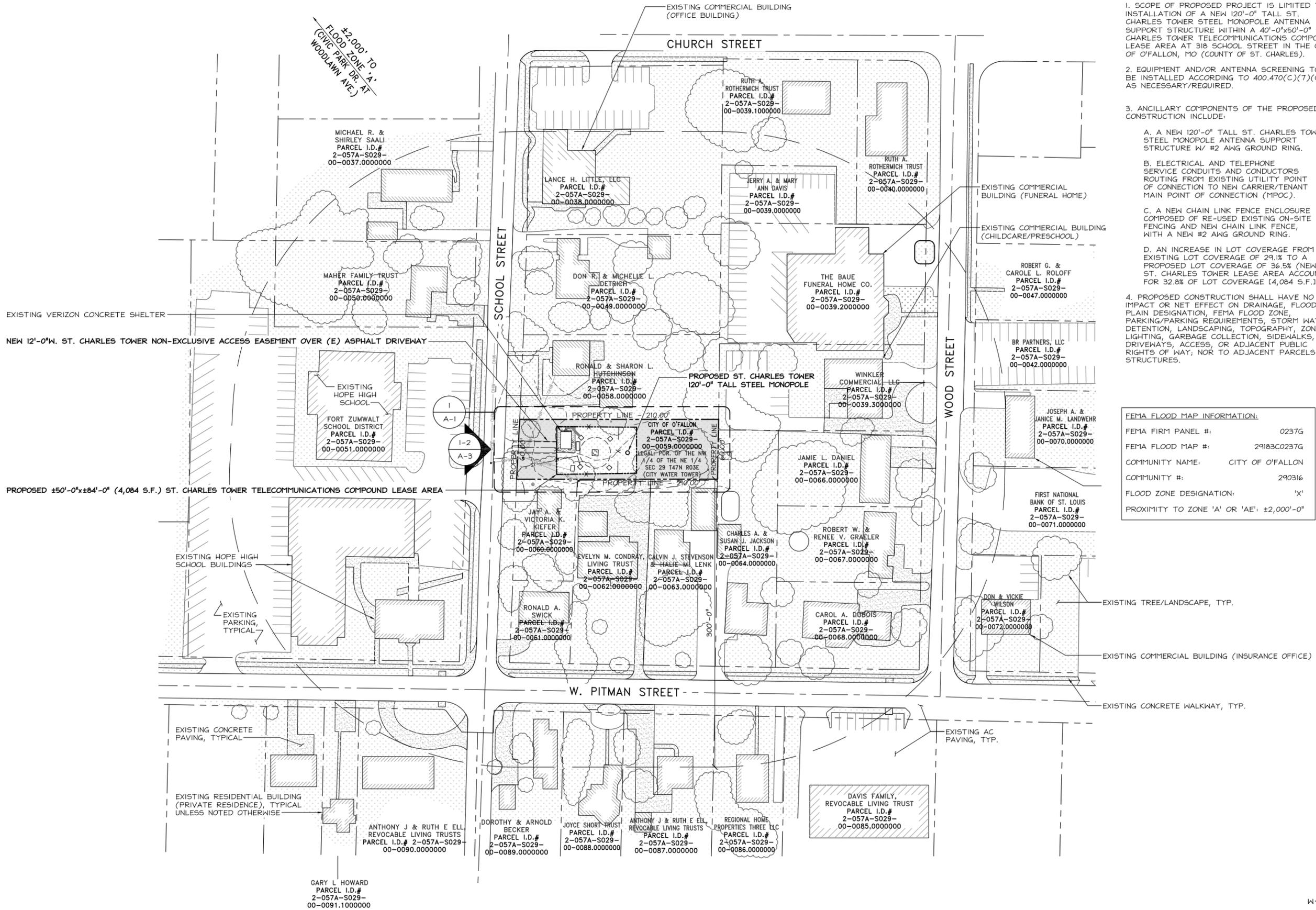
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

318 SCHOOL STREET
 318 SCHOOL STREET
 O'FALLON, MO 63366
 NEW SITE BUILD

SHEET TITLE
 TITLE SHEET

SHEET NUMBER
T-1

±2,000' TO FLOOD ZONE 'A' (CIVIC PARK DR AT WOODLAWN AVE.)



NOTES:

- SCOPE OF PROPOSED PROJECT IS LIMITED TO INSTALLATION OF A NEW 120'-0" TALL ST. CHARLES TOWER STEEL MONOPOLE ANTENNA SUPPORT STRUCTURE WITHIN A 40'-0"x50'-0" ST. CHARLES TOWER TELECOMMUNICATIONS COMPOUND LEASE AREA AT 318 SCHOOL STREET IN THE CITY OF O'FALLON, MO (COUNTY OF ST. CHARLES).
- EQUIPMENT AND/OR ANTENNA SCREENING TO BE INSTALLED ACCORDING TO 400.470(C)(7)(G) AS NECESSARY/REQUIRED.
- ANCILLARY COMPONENTS OF THE PROPOSED CONSTRUCTION INCLUDE:
 - A NEW 120'-0" TALL ST. CHARLES TOWER STEEL MONOPOLE ANTENNA SUPPORT STRUCTURE W/ #2 AWG GROUND RING.
 - ELECTRICAL AND TELEPHONE SERVICE CONDUITS AND CONDUCTORS ROUTING FROM EXISTING UTILITY POINT OF CONNECTION TO NEW CARRIER/TENANT MAIN POINT OF CONNECTION (MPOC).
 - A NEW CHAIN LINK FENCE ENCLOSURE COMPOSED OF RE-USED EXISTING ON-SITE FENCING AND NEW CHAIN LINK FENCE, WITH A NEW #2 AWG GROUND RING.
 - AN INCREASE IN LOT COVERAGE FROM EXISTING LOT COVERAGE OF 29.1% TO A PROPOSED LOT COVERAGE OF 36.5% (NEW ST. CHARLES TOWER LEASE AREA ACCOUNTS FOR 32.8% OF LOT COVERAGE [4,084 S.F.]).
- PROPOSED CONSTRUCTION SHALL HAVE NO IMPACT OR NET EFFECT ON DRAINAGE, FLOOD PLAIN DESIGNATION, FEMA FLOOD ZONE, PARKING/PARKING REQUIREMENTS, STORM WATER DETENTION, LANDSCAPING, TOPOGRAPHY, ZONING, LIGHTING, GARBAGE COLLECTION, SIDEWALKS, DRIVEWAYS, ACCESS, OR ADJACENT PUBLIC RIGHTS OF WAY; NOR TO ADJACENT PARCELS OR STRUCTURES.

FEMA FLOOD MAP INFORMATION:

FEMA FIRM PANEL #:	0237G
FEMA FLOOD MAP #:	29183C0237G
COMMUNITY NAME:	CITY OF O'FALLON
COMMUNITY #:	290316
FLOOD ZONE DESIGNATION:	'X'
PROXIMITY TO ZONE 'A' OR 'AE':	±2,000'-0"



ALL STATES ENGINEERING & SURVEYING
A ZALZALI & ASSOCIATES COMPANY

23675 BIRTCHE DRIVE
LAKE FOREST, CA 92630
PHONE: (949) 273-0996

SITE NO:	-
DRAWN BY:	NC
CHECKED BY:	DW

CONSTRUCTION DRAWINGS
IF USING 11"x17" PLOT, DRAWINGS WILL BE HALF SCALE

REV	DATE	DESCRIPTION
A	12/02/2016	CD'S FOR REVIEW
		NC



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

318 SCHOOL STREET
318 SCHOOL STREET
O'FALLON, MO 63366
NEW SITE BUILD

SHEET TITLE
SITE PLAN

SHEET NUMBER
SP-1

T^{ST.} CHARLES TOWER

ALL STATES ENGINEERING & SURVEYING
A ZALZALI & ASSOCIATES COMPANY

23675 BIRTCHE DRIVE
LAKE FOREST, CA 92630
PHONE: (949) 273-0996

SITE NO: -
DRAWN BY: NC
CHECKED BY: DW

CONSTRUCTION DRAWINGS

IF USING 11"x17" PLOT,
DRAWINGS WILL BE HALF SCALE

REV	DATE	DESCRIPTION	BY
A	12/02/2016	CD'S FOR REVIEW	NC



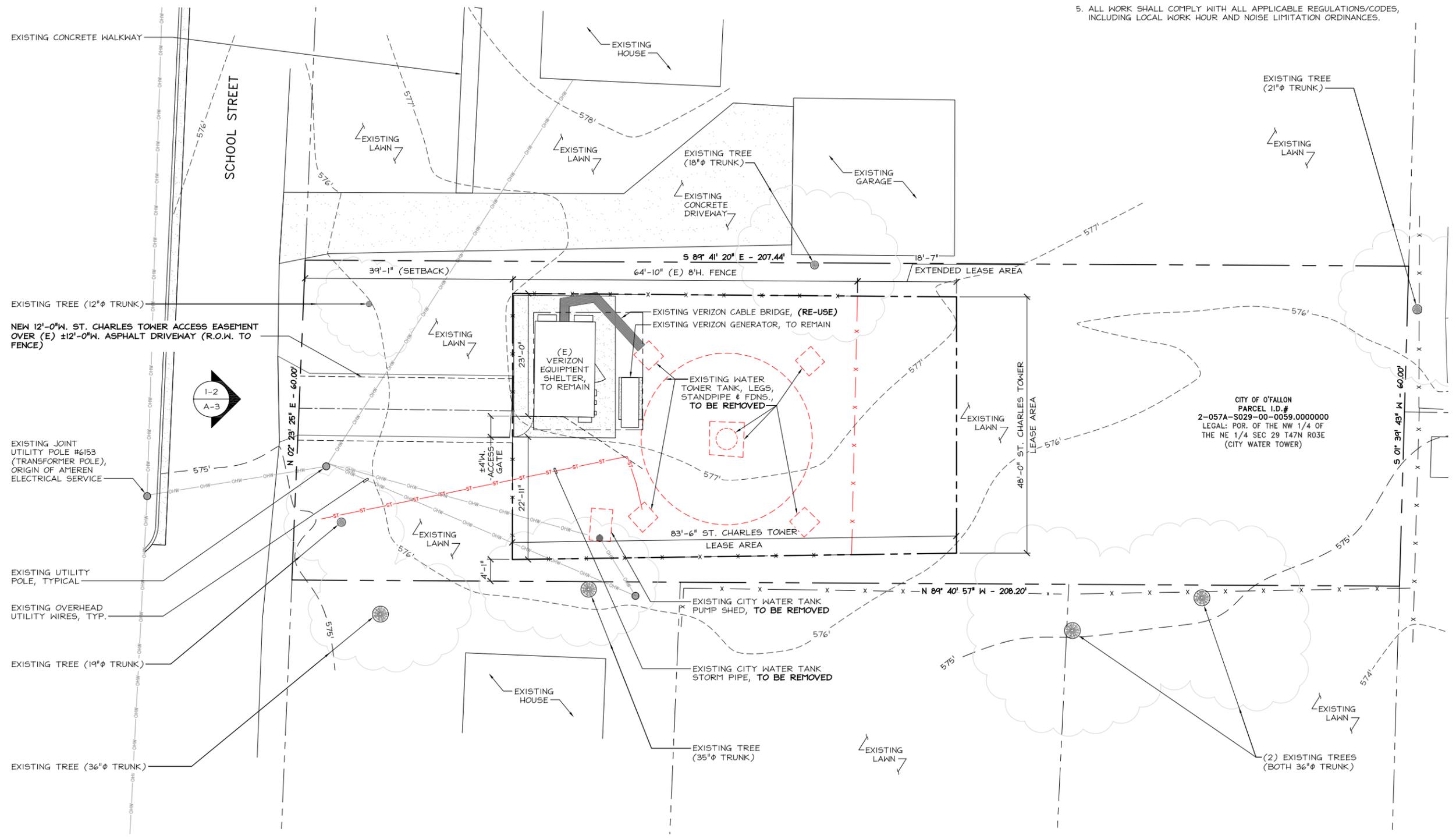
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318 SCHOOL STREET
318 SCHOOL STREET
O'FALLON, MO 63366
NEW SITE BUILD

SHEET TITLE
ARCHITECTURAL PLAN

SHEET NUMBER
A-1

- NOTES:**
1. PROTECT TREES IN PLACE, WHEREVER POSSIBLE.
 2. PROTECT ALL OVERHEAD UTILITY LINES, IN PLACE.
 3. MAINTAIN A MINIMUM 5'-0" CLEARANCE FROM OVERHEAD LINES AT ALL TIMES.
 4. CONTRACTOR SHALL COORDINATE WITH CITY OF O'FALLON, AMAREN, VERIZON AND ANY/ALL ENTITIES THAT HAVE UTILITY LINES, ABOVE GROUND OR UNDERGROUND LINES/PIPES, EXISTING STRUCTURES, OR OTHER INTEREST(S) IN THE SUBJECT SITE DEMOLITION AND NEW POLE/COMPOUND INSTALLATION.
 5. ALL WORK SHALL COMPLY WITH ALL APPLICABLE REGULATIONS/CODES, INCLUDING LOCAL WORK HOUR AND NOISE LIMITATION ORDINANCES.



ARCHITECTURAL PLAN

24"x36" SCALE: 1" = 10'-0"
11"x17" SCALE: 1" = 20'-0"
10' 5' 0' 10' 1



SITE NO:	-
DRAWN BY:	NC
CHECKED BY:	DW

CONSTRUCTION DRAWINGS
IF USING 11"x17" PLOT, DRAWINGS WILL BE HALF SCALE

REV	DATE	DESCRIPTION	BY
A	12/02/2016	CD'S FOR REVIEW	NC

NOT FOR REUSE FOR CONSTRUCTION

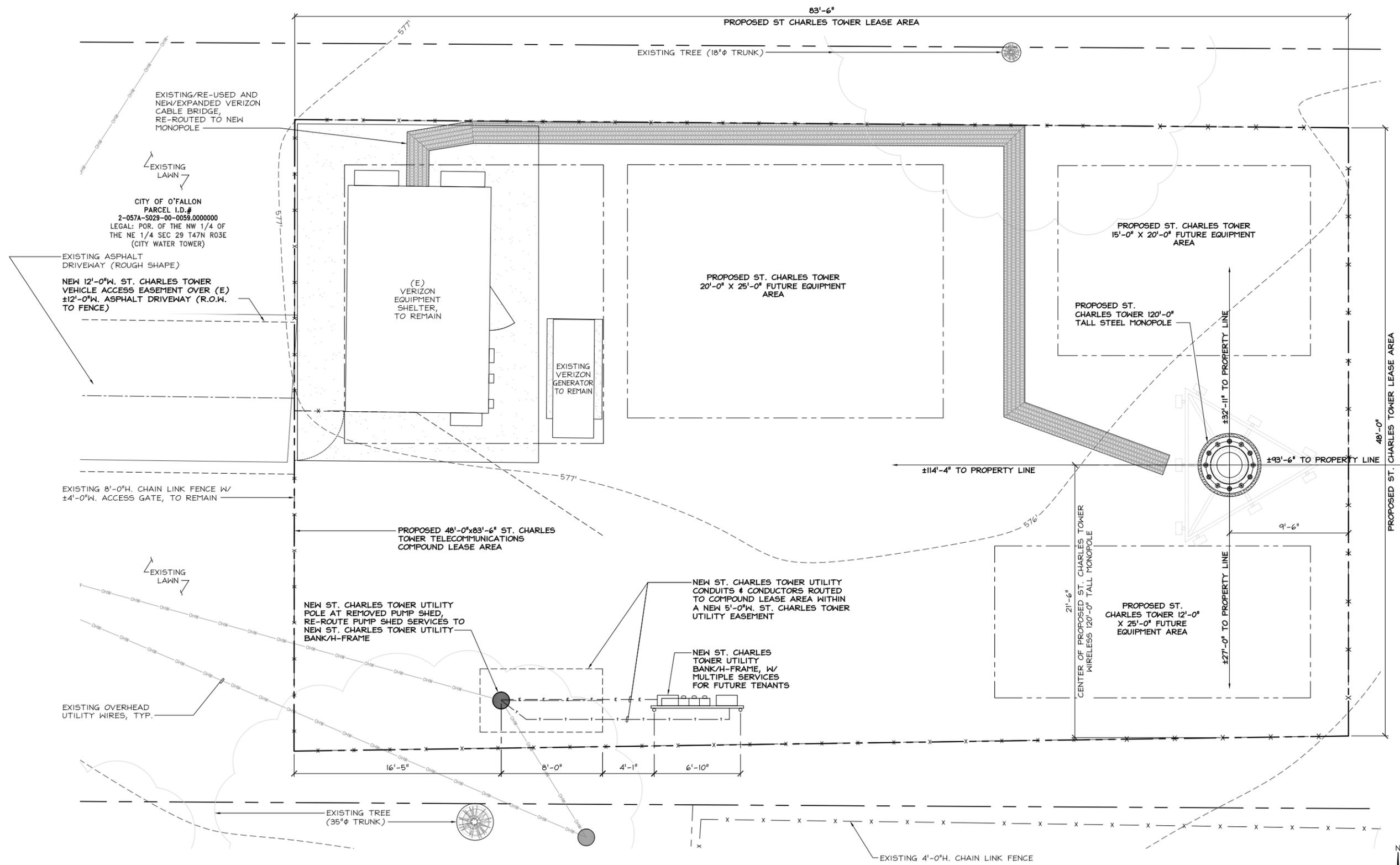


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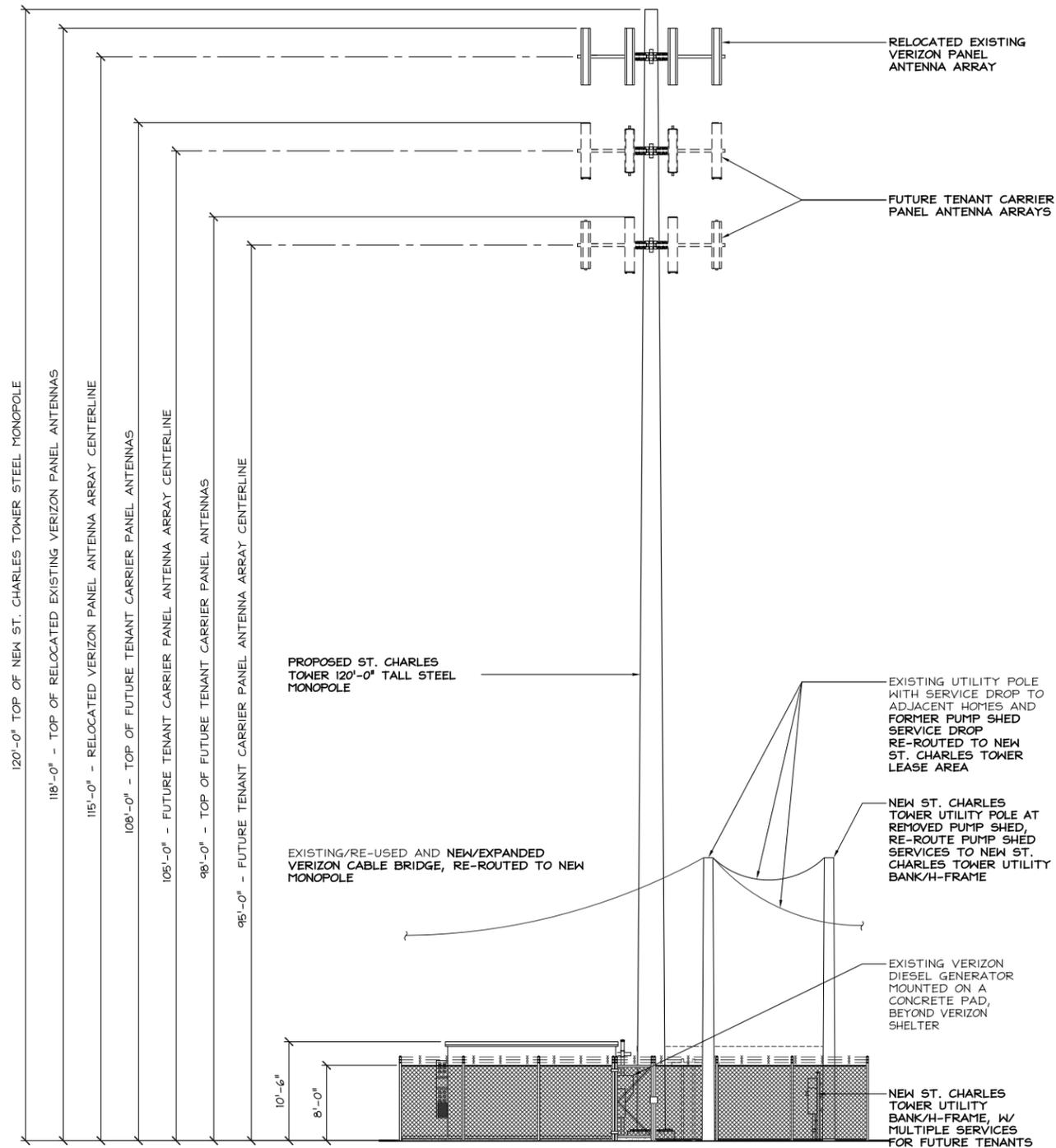
318 SCHOOL STREET
318 SCHOOL STREET
O'FALLON, MO 63366
NEW SITE BUILD

SHEET TITLE
LEASE AREA PLAN

SHEET NUMBER
A-2



NOTE:
TREES NOT SHOWN
FOR CLARITY.



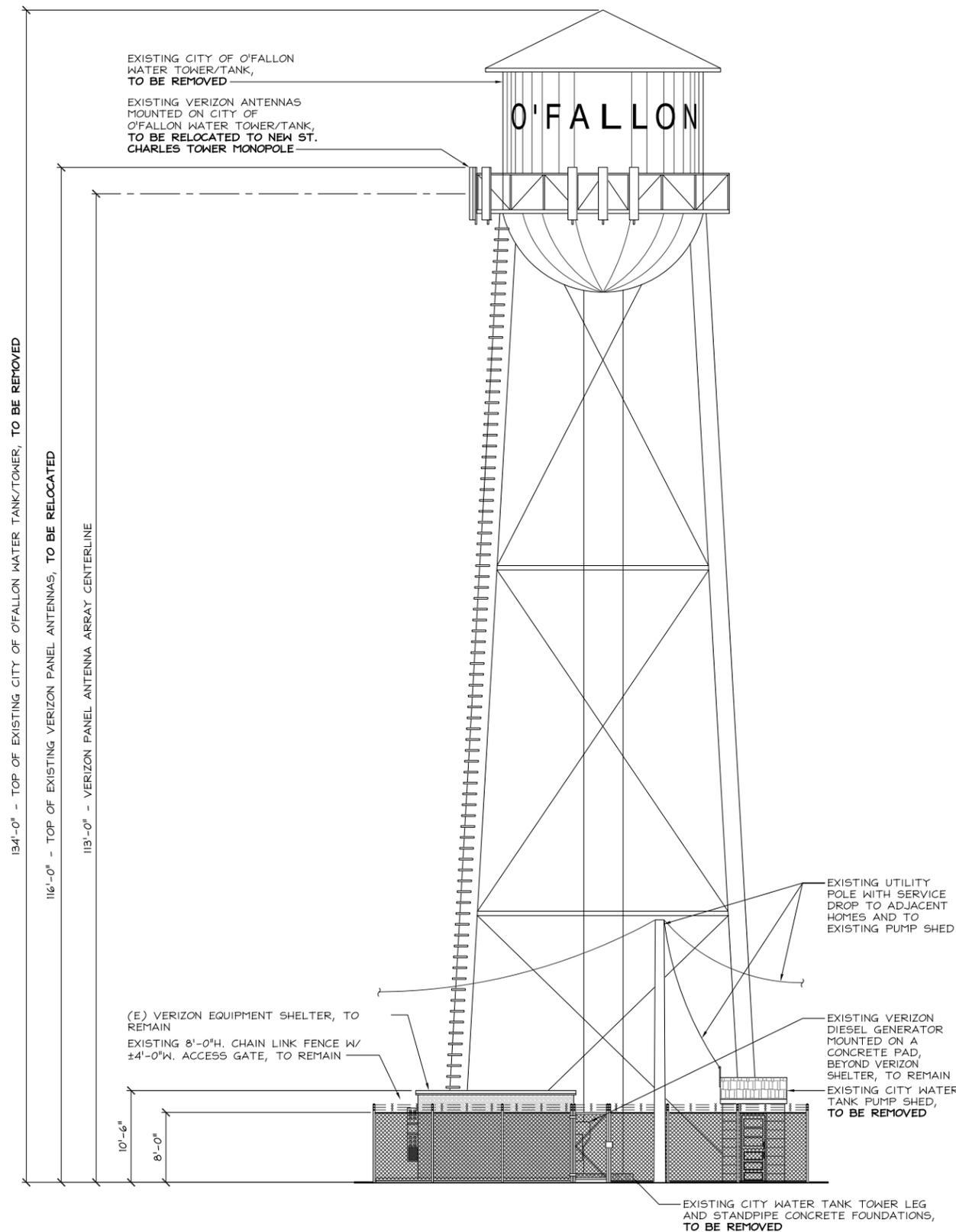
PROPOSED WEST ELEVATION

24"x36" SCALE: 1/8" = 1'-0"
11"x17" SCALE: 1/16" = 1'-0"



2

NOTE:
TREES NOT SHOWN
FOR CLARITY.



EXISTING WEST ELEVATION

24"x36" SCALE: 1/8" = 1'-0"
11"x17" SCALE: 1/16" = 1'-0"



1



ALL STATES
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23675 BIRTCHER DRIVE
LAKE FOREST, CA 92630
PHONE: (949) 273-0996

SITE NO: -
DRAWN BY: NC
CHECKED BY: DW

CONSTRUCTION DRAWINGS

IF USING 11"x17" PLOT,
DRAWINGS WILL BE HALF SCALE

REV	DATE	DESCRIPTION
A	12/02/2016	CD'S FOR REVIEW NC



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ENGINEER, TO ALTER THIS DOCUMENT.

318 SCHOOL STREET
318 SCHOOL STREET
O'FALLON, MO 63366
NEW SITE BUILD

SHEET TITLE
ELEVATIONS

SHEET NUMBER

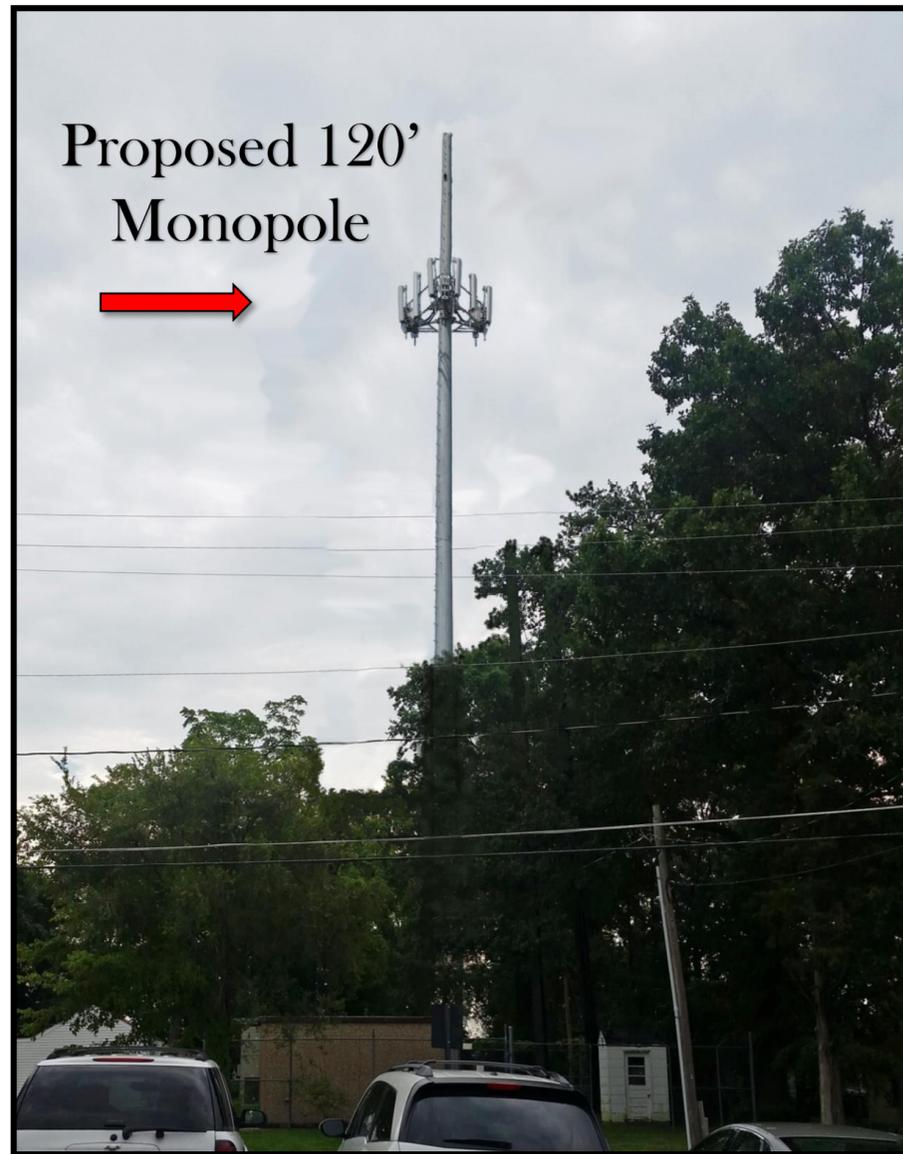
A-3

O'Fallon Water Tower

Site: MO-2016- 07

318 School St. O'Fallon, MO 63366

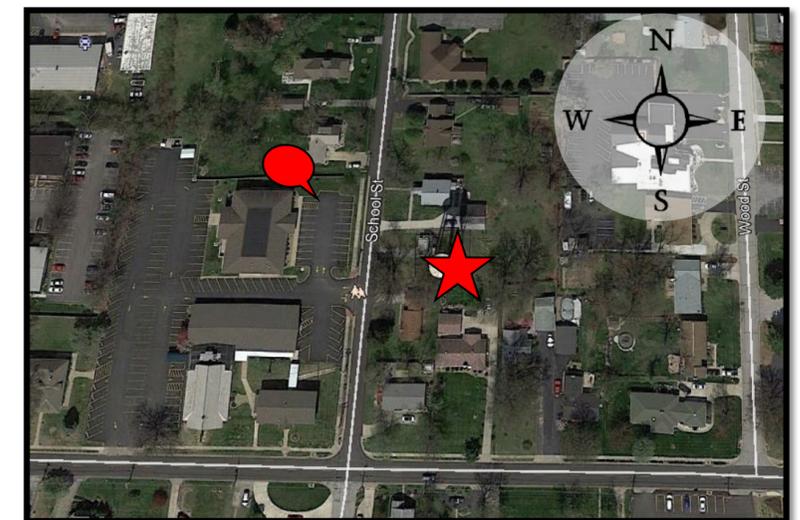
St. Charles Tower
4 West Dr. Suite 110
Chesterfield, MO 63017



Proposed 120'
Monopole



**ST. CHARLES TOWER
PROPOSES TO ERECT A
MONOPOLE TO
REPLACE EXISTING
WATER TOWER**



PROPOSED VIEW 1
Looking East approximately 190 ft. away.

**EXISTING VIEW OF 120' STEALTH
WATER TOWER**

LOCATION MAP

City of O'Fallon Planning and Development Department

100 North Main Street
O'Fallon, Missouri 63366
www.ofallon.mo.us



For additional information send inquiries to:
E-mail: tcoffman@ofallon.mo.us or call (636) 379-5544

Conditional Use Permit/Conditional-Approval Application

OFFICE USE ONLY

Date of Initial Submittal: _____ Case No.: _____ Application Fee \$100.00 Paid: _____

Subject Property Information (Please Type or Print all requested information):

Property Location (Including Address, if applicable): (38.814401, -90.755063) Hoff Rd & Liberty Ind Dr
Proposed Use of Property: Install a utility pole in the Public Right-Of-Way.
Current Zoning: Right of Way Proposed Zoning (If Applicable): _____

Contact Information:

Applicant:

Name: MO Network Utility Transport, LLC
Contact Person: Laura Blalock
Address: 120 S. Riverside Plaza, Suite 1800
City/State/Zip: Chicago, IL 60606
Phone: (312) 515-3459
E-mail: laura.blalock@itbutility.com

Property Owner:

Name: Public Right of Way
Contact Person: _____
Address: _____
City/State/Zip: _____
Phone: _____
E-mail: _____

Contract Purchaser (if applicable):

Name: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

Engineer:

Name: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

Applicant Signature

10/25/16
Date

Owner Signature

Date



MO Network Utility Transport
120 S. Riverside Plaza Suite 1800
Chicago, IL 60606

October 25, 2016

Shannon Gerard
Planning and Development Dept.
100 N Main St
O Fallon, MO 63366
Phone: 636-379-5467

RE: MO Network Utility Transport, LLC Permit Application Submission – ST90XC880A, ST90XC883A, ST90XC906A, ST90XC908A

Dear Ms. Gerard:

Please find the enclosed MO Network Utility Transport, LLC's ("MNUT"), an ITB company, permit Conditional Use Permit application for the proposed new utility infrastructure facility in your jurisdiction. Along with the attached permit application, you will also find construction drawings, photo simulations, and a check for \$100.

MNUT is a public utility company regulated by the Missouri Public Service Commission to provide interchange and data transfer services, such as facilities based competitive local exchange and interexchange services. To meet the growing demand for connectivity, MNUT is deploying a hybrid transport network that provides high-speed, high-capacity bandwidth in order to facilitate the next generation of devices and data-driven services. This network can support a variety of technologies and services that require connectivity to the internet, including, but not limited to, driverless and connected vehicles (commercial, personal and agricultural), remote weather stations and mobile service providers. These transport utility poles and facilities are not dedicated to any particular customer, and, to the extent capacity on the structures is available, are available to be used by other entities, including the City of O Fallon and Saint Charles County.

MNUT's hybrid transport network is an industry changing approach that seeks to improve backhaul connectivity for the City's residents. We are excited to work with the City of O Fallon and are available to answer questions. Please do not hesitate to contact me at 312-515-3459 or laura.blalock@itbutility.com.

Thank you for your attention to this matter.

Respectfully submitted,



Laura Blalock
Network Real Estate Manager

*Enclosures



